4.0 ATTACHMENTS

4.1 Documents

4.1.1 Bid Form

The undersigned Bidder hereby covenants and agrees to provide for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404.

The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

GRANDSTANDS ONLY BASE BID:

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ΑI	DD ALTERNATE #1	CONCRETE	FOUNDATION	& DIRT	WORK	UNDER
CI	DANIDCTANDO.					

\$ 409,500.00

\$ 1,683,560.00

SEE ATTACHE	D SCHEDULE O	F VALUES FORM WITH	UNIT PRICING

Alknowledge Addendum #1,2,3 MT contractors Licence #36404

Bidder's Name

MONTANA SCHOOL EQUIPMENT COMPANY

AARON JOHNSON, VICE PRESIDENT

Bidder's Address

6100 3RD AVE SOUTH

GREAT FALLS, MT 59405

Bidder's Phone No. (406)454-0420

I have read and understood the Bidder's Package and scope of this project

Signature

SECTION 00300

SCHEDULE OF VALUES FORM

ExpoPark Grandstands General/Civil Site Work Great Falls, MT

Bidder shall be responsible to complete the Civil Site Work Schedule of Values (SOV) form and submit the completed SOV form with their Bid. Bids submitted that do not include a complete Civil Schedule of Values form will be considered nonresponsive. If quantities are adjusted on sitework items during the project, the unit pricing shown on the SOV form will prevail, with the following exception:

<u>Quantity Variations</u>: Owner reserves the right to increase or decrease quantities by 25% above or below the SOV quantities without altering unit prices. If quantities increase or decrease greater than 25%, costs may be subject to renegotiation.

Item No.	Est. Quantity	<u>Unit</u>	Name of Pay Item With Unit Price Written In Words	Unit <u>Price</u>	Amount
101 at	1,013	SY	8" PCC Surfacing w/ fiber mesh & 6	" CBC /unit \$115.00	\$116,495.00
102 at	500	CY	Excavation & Embankment	/unit \$12.50	\$6,250.00
103 at	1,166	SY	4" AC Surfacing w/ 8" CBC)	/unit \$36.50	\$42,559.00
104 at	257	LF	12" RCP Storm Drain Piping	/unit \$42.00	\$10,794.00
105 at	2	EA	36" Dia. Storm Sewer MH/Inlet	/unit \$3,150.00	\$6,300.00
106 at	4	EA	30" Dia. Storm Sewer MH/Inlet	/unit \$2,940.00	\$11,760.00

GENERAL/CIVIL SITE WORK SUBTOTAL \$ 194,158.00

ONE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED FIFTY EIGHT & NO/100

(SUBTOTAL AMOUNT WRITTEN IN WORDS)

4.1.2 Agreement

Street NW, Great Falls, MT 59404.

THIS AGREEMENT is made this 3RD day of MAY, 2018, by and between Cascade County, and MONTANA SCHOOL EQUIPMENT COMPANY, hereinafter referred to as the Contractor, and is meant to describe the terms and conditions for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3rd

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The Contractor agrees to provide for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404.

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- 2. Payment Terms. Cascade County shall make progress payments per 2.1.3.
- 3. Delivery Date. The Contractor shall complete the entire scope of work as outlined to the satisfaction of Cascade County no later than December 31, 2018.
- 4. Contract Performance Security. The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the notice of Bid Award. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE, AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.
- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on The County of Montana's designated form entitled "Contract Performance Bond," found at http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- · Lawful money of the United States; or

- An irrevocable letter of credit from a single financial institution and supplied on the County
 of Montana's designated form entitled "Irrevocable Letter of Credit," found at
 http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the County. All interest income from these certificates must accrue only to the Contractor and not the County.

The contract performance security must remain in effect until the end of the warranty period.

The contract performance security in the form of a (insert form) has been provided to the following address: Brian Clifton, Public Works Director, 121 4th Street North, Suite 2H/I, Great Falls, MT 59401.

- 5. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.
- 6. Prevailing Wage Requirements. Section 18-2-401(11)(a), MCA defines "public works contract" as "...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..." As a public works contract, Montana Resident preference and Prevailing Wage rates apply to this work and Contract.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available on line at Montana DOLI website at Montana.gov. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

It is not the responsibility of Cascade County to determine who classifies as a subcontractor, subsubcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, subsubcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless Cascade County from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to Cascade County. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to Cascade County, Cascade County's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or 'Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by Cascade County, whichever is later.

Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

- 7. Termination: If Contractor fails to comply with any of the provisions contained herein, Cascade County may declare a breach of contract and shall give written notice of such breach to Contractor. If Contractor fails to remedy such breach within thirty (30) days after said notice, Cascade County may terminate this contract and seek any relief available under Montana Law.
- 8. Waiver: Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.
- 9. Insurance. Project work shall be at the Montana ExpoPark, 400 3rd Street NW, Great Falls, Montana, 59404. The Contractor shall be responsible for providing a certificate of liability insurance with the minimum coverage of \$1,000,000 for each occurrence and

\$2,000,000 general aggregate. The contractor is responsible for any damage to surrounding facilities, utilities, appurtenances, equipment, and the like.

11. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, MT.

12. Binding Effect. This cont	tract shall bind and inure to the benefit of the heirs,
successors, and assigns of the parties	
Dated	this 3RD day of MAY, 2018.
	CONTRACTOR: SEAL
	Successful Bidder Signature, AARON JOHNSON W
	CASCADE COUNTY:
	Jane Weber, Chairman
	Joe Briggs, Commissioner
	Jim Larson, Commissioner
ATTEST:	

Rina Fontana Moore, Clerk and Recorder

BID BOND
KNOW ALL BY THESE PRESENTS, That we, Montana School Equipment Co.
of 6100 3rd Ave South, Great Falls, MT 59405 (hereinafter called the Principal),
as Principal, and Developers Surety and Indemnity Company, P.O. Box 19725, Irvine, CA 92623
(hereinafter called the Surety), as Surety are held and firmly bound unto Cascade County
121 4th Street North, Suite 2H/I, Great Falls, MT 59401
(hereinafter called the Obligee) in the penal sum of Ten Percent of the Total Amount Bid
for the payment of which the Principal and the Control of the payment of which the Principal and the Control of the payment of which the Principal and the Control of the payment of which the Principal and the Control of the payment
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal
to the Obligee on a contract for Montana Expo Park Grandstand Replacement, Great Falls, MT
NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.
Signed and sealed this day of May,,
Montana School Equipment See SEAL See SEAL
S 1 Principal
Witness Faren Johnson Minimulation Title
Developers Surety and Indemnity Company
Centraly Modern
Kimberly Hodson, Bond Clerical Witness By Gary Paladichuk Attorney-in-Fact
COUNTERSIGNED: HUB INTERNATIONAL MOUNTAIN STATES LIMITED RENE C. LEVEAUX KH

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John D. Leaf, Chris Jermunson, Kristin A. Piccioni, Gary Paladichuk, Jon Tierney, Billy J. Bolt, Kaye U. Muzzana, Jamie M. Roe, Brooke A. Garness, Brooke Schmidt, Michelle Schermerhorn, Kimberly Hodson, jointly or severally

as their true and lawful Attomey(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By:

Daniel Young, Senior Vice-President

By:

Mark Lansdon, Vice-President





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

ording of Ording

February 6, 2017

__ before me,

Lucille Raymond, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark Lansdon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lucille Baymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this

LUCILLE RAYMOND

Commission # 2081945 Notary Public - California

Orange County

My Comm. Expires Oct 13, 2018

Иay

, 2018 .

1st day of

1936



ATS-1002 (02/17)

DANT CLAYTON PREMIUM 5/3 MATERIAL WARRANTY

	JOB # / NAME
	Dant Clayton Corporation hereby provides its WARRANTY of the material provided in connection with the following:
	Project:
	Owner:
	Purchaser:
	The terms and conditions of this warranty are as follows:
1.	The warranty period is for Five (5) years on the structure and Three (3) years on the finishes and shall commence on 201, date of the first delivery of Dant Clayton products to the Purchaser or to the project site.

- Should any part of the product furnished pursuant to the contract become defective during the warranty period as a result of faulty material, and provided Dant Clayton is notified in writing within the warranty period of such defect, Dant Clayton will replace or repair at Dant Clayton's option the defective product part at no charge to the Owner. The replacement or repair remedy stated here shall constitute Dant Clayton's sole and exclusive liability, and the sole and exclusive remedy of the Owner and Purchaser, for any defect in the material furnished by Dant Clayton.
- 3. This warranty is provided and accepted with the mutual understanding that it shall be in lieu of all other guarantees, express or implied including, without limitation, any warranty of merchantability or any warranty of the fitness of Dant Clayton's product for a particular purpose, and Dant Clayton shall not be liable for any damages, direct or indirect expenses, losses or costs of any type, including delay damages, financing costs, lost income, loss of use, collateral damage to other property, or other consequential damages, as a result of any defect, or as a result of the time or processes required to correct any defect, covered by this warranty.
- 4. This warranty specifically excludes any defect or damage not caused faulty Dant Clayton material, including, without limitation, defects or damages resulting from improper use, product abuse or vandalism; any storage, modification, fabrication, installation or other work of any kind not executed by Dant Clayton; inadequate or improper inspection, maintenance or failure to comply with manufacturer guidelines or recommendations; normal wear and tear under normal usage, acts of God, oxidation, fading, nicks, cuts, scratches, expendable components such as non-slip appliqués, decals, tags or third-party acts or omissions. The effects of detergents, chemicals and pollutants on powder coating, anodizing and applied slip resistant surfaces are not included. Dant Clayton does not warrant the compliance of the product furnished with applicable codes and regulations. This warranty specifically excludes poly board if painted or if not cleaned in accordance with Dant Clayton's Maintenance Manual.
- 5. In the event this Warranty is required to be provided prior to receipt by Dant Clayton of its final contract payment, then this Warranty is expressly conditioned on the timely receipt by Dant Clayton of all sums due under the Contract.
- 6. This warranty is offered solely for the benefit of the Purchaser and the present Owner of the project. It confers no benefit or right on any other party. The requirements imposed by and limitations of this warranty may be changed only in writing signed by the parties, and may not be waived or altered by the parties' conduct or by any prior course of dealing. This warranty shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

DANT-CLAYTON	CORPORATION
By:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

LCONTACT					
NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL E-MAIL					
INSURER(S) AFFORDING COVERAGE					
INSURER A: Travelers Indemnity Company					
INSURER B: Travelers Property Casualty Co of Amer	25674				
INSURER C: Farmington Casualty Company	41483				
INSURER D: Starr Surplus Lines Insurance Company					
INSURER E:					
INSURER F:					
	FAX. (A/C, No. Ext): 502-244-1343 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Farmington Casualty Company INSURER D: Starr Surplus Lines Insurance Company INSURER E:				

CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
А	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Х	Х	Y6308A072753IND18	04/01/2018	04/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
	X Contractual Liabilit						MED EXP (Any one person)	\$
	X BI&PD Comb Ded \$25k GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000 \$2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
В	OTHER: Includes X,C,U AUTOMOBILE LIABILITY	Х	Х	BA8A07275318CAG	04/01/2018	04/01/2019	EBL Ea Employee COMBINED SINGLE LIMIT	\$1,000,000 \$1,000,000
-	X ANY AUTO			2.00.00	01/01/2010	0470172019	(Ea accident) BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	HIRED AUTOS AUTOS X Hired Car Phys Damg			Comp \$500/Coll \$1000			(Per accident)	\$
В	X UMBRELLA LIAB X OCCUR	Х	Х	CUP008A0727531814 Follow Form	04/01/2018	04/01/2019	EACH OCCURRENCE	\$10,000,000
	DED RETENTION \$ 0						AGGREGATE	\$10,000,000 \$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIET OR/PART NER/EXECUTIVE	N/A	Х	YFUB8A07275318 Incl OH Stop Gap Incl EL: ND/WA/WY	04/01/2018	04/01/2019	PER STATUT E ER E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	14//		Blkt WOS- all states as permitted by law			E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000
A D	Leased & Rented Equipment Professional Liability Prof Liab Ded \$35k			Y6308A072753IND18 SLSLPR026218917	04/01/2018 07/01/2017	04/01/2019 07/01/2018	Per Item Ea Claim Annual Aggregate	500,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Informational Purposes Only

Attachmetns applicable to Certificate Holder: DCAIS Additional Insured Status, DCAIS Endorsements.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED BEPRESENTATIVE LUCIE W TENSWOR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Sandy Kirk				
Cogswell Insurance Agency LLC	PHONE (A/C, No, Ext): (406) 761-5000 FAX (A/C, No): (406) 453	-3946			
800 9th Street South	E-MAIL ADDRESS: skirk@cogswellinsurance.com				
P O Box 2009	INSURER(S) AFFORDING COVERAGE	NAIC#			
Great Falls MT 59403-2009	INSURER A :EMC Insurance Companies				
INSURED	INSURER B: Montana State Fund				
Montana School Equipment Company	INSURER C:				
6100 3rd Avenue S	INSURER D :				
	INSURER E :				
Great Falls MT 59405	INSURER F:				

COVERAGES CERTIFICATE NUMBER: CL17122910924 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	x				EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
			5X68522-18	6/10/2017	6/10/2018	MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:					Employee Benefits Liability	\$	1,000,000
	AUTOMOBILE LIABILITY		5X68522-18	6/10/2017	6/10/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO	x				BODILY INJURY (Per person)	\$	
Α.	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
						Uninsured motorist combined	\$	1,000,000
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s	1,000,000
	DED X RETENTION\$ 10,000		5X68522-18	6/10/2017	6/10/2018		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N N/A	031428220	01/01/2018	01/01/2019	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
В	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Montana Expo Park Grandstand Replacment; Great Falls, MT

CERTIFICATE HOLDER	
--------------------	--

Cascade County Public Works Department 121 4th St. North Suite 2H/I Great Falls, MT 59405

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy Kirk/SK

CANCELLATION

Sandy Kiek



STATE OF MONTANA

DEPARTMENT OF LABOR & INDUSTRY

CONSTRUCTION CONTRACTOR REGISTRATION UNIT

CERTIFICATE OF CONTRACTOR REGISTRATION

REGISTRATION No.

36404

MONTANA SCHOOL EQUIPMENT CO

6100 3RD AVE S GREAT FALLS, MT 59405

Effective Date: Sep 24, 2016 Expiration Date: Sep 23, 2018

Employer









6100 3rd Ave. South Great Falls, Mt. 59405 Phone: (406) 454-0420

Fax: (406) 454-0439

5-3-18

Re: MT Expo Park Grandstand Replacement Subcontractor & Manufacturer List

1) MRTE, Inc

2) ABC Seamless

3) McCalmon Construction

4) NCSG Crane

5) Dant Clayton

6) Interkal

Concrete Contractor Gutter Contractor

Roofing & Siding Installation

Crane Contractor

Grandstand Manufacturer/Designer

Stadium Chair Manufacturer

Thank You, Aaron Johnson VP

Montana Expo Park Grandstand Replacement Great Falls, MT

SOLICITATION FOR:

DESIGN BUILD PROJECT

4/23/2018

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1.0 PROJECT INTRODUCTION

Project Name: MT Expo Park Grandstand Replacement

1.1 Scope

In accordance with the terms and conditions of the Contract, the Design-Build Contractor (DBC) shall perform the work of this Request for Proposal (RFP) for Cascade County as described below.

All Architect-Engineer (A-E) Services required in this RFP shall be performed by licensed Architects and Engineers registered in the State of Montana.

The work of this RFP shall be performed in accordance with the all Federal, State, City, and County codes and requirements. It shall be the responsibility of the offeror to adhere to all Zoning Codes, Building Codes, and City of Great Falls building permit requirements, including Special Inspections as required.

The A-E remains fully responsible for determining if the standards or provisions cited in this solicitation meet all applicable codes. The MT Expo Park Grandstand Replacement Solicitation package of informational specifications and drawings are supplied as direction for bidding and shall not be used in any fashion for permit documents.

1.2 Invitation to Bidders

NOTICE IS HEREBY GIVEN, that the Cascade County Public Works Department will receive project bids for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404. Specifications for the designing, permitting, installation, testing, certification, and warranty of the provided equipment may be obtained by contacting Dale Nelson, Senior Managing Partner, Nelson Architects, 621 2nd Ave N, Great Falls, MT 59401, (406) 727-3286. The bid package is available at the following website: http://www.cascadecountymt.gov/index.php. Under the Bids, RFPs & RFQs tab http://www.cascadecountymt.gov/bids.

Bids will be accepted, opened, and read aloud on the 3rd day of May 2018 at 1:30 p.m. in the office of the Cascade County Board of Commissioners, located at 325 2nd Ave N, room 111, Great Falls, MT 59401. A mandatory pre-bid conference will be held on Thursday April 26, 2018 at 9:00 a.m. at the Cascade County Planning Division office, Executive Plaza Building, 121 4th Street N, Suite 2H/I, Great Falls, MT 59401. Any bid submissions received from bidders who are not represented at the mandatory pre-bid conference will not be accepted.

Pursuant to Section 18-1-201, each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract and provide the required performance security within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of sixty (60) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest, best value, most responsible bidder, and deemed to be in the best interest of Cascade County.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Cascade County reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

1.3 Location

This project is located on the Expo Park property, where the existing grandstands are located.

1.4 Background

The existing grandstands will be demolished, along with all utilities, foundations, slab on grade, asphalt, etc., down to 3 feet below existing grade. Any voids left by foundation removal will need to be compacted per the owner supplied Geotech report.

1.5 Description

The new grandstands will seat 2,014 persons total and will include a press box and covered seating. All earthwork, sitework, grading, storm water piping into existing storm water, new concrete foundation, site concrete, structure, and electrical will be in this scope of work.

There will be no new plumbing or sewer. The existing plumbing and sewer will be capped off outside the boundary of the existing grandstand footprint.

1.6 Schedule

The work in this RFP shall be completed in accordance with the following schedule:

DB Design Development Documents:

DB Design Development Documents submitted no later than __14_ calendar days after award.

Owner Review completed no later than ____!4__ calendar days after submission of DB Design Development Documents.

100% Draft DB Construction Documents:

Work on Construction Documents shall continue during the Design Development Documents review and once Design Development review comments are received they shall be addressed and incorporated in the Construction Documents.

100% Draft DB Construction Documents and written responses to the Owner DB Design Development Document Review Comments submitted no later than <u>14</u> calendar days after submission of DB Design Development Documents.

Owner Review completed no later than <u>14</u> calendar days after receipt of 100% Draft DB Construction Documents.

Complete Stamped and Signed DB Construction Documents:

Complete Stamped and Signed DB Construction Documents and written responses to the Owner 100% Draft DB Construction Document review comments submitted no later than — 14— calendar days after receipt of Owner's 100% Draft DB Construction Document review comments.

Construction:

Construction completed no later than <u>230</u> calendar days after award of the contract. (Anticipated as May 15, 2018 for award)

As-Constructed Drawings:

As- Constructed Drawings completed no later than <u>21</u> calendar days after Project Completion.

All DB Design Development, DB Construction Documents and As-Constructed Drawings shall be submitted to the Owner's Project Manager.

1.7 Information

Owner's Representative:

Brian K. Clifton, M.S., R.S., C.F.M

Address:

Cascade County Public Works Director 279 Vaughn South Frontage Rd Great Falls, MT 59404 406-454-6920

Contracting Officer:

Dale Nelson

Address:

Nelson Architects 621 2nd Ave North Great Falls, MT 59401 406-727-3286 Dale@NelsonArchitects.com

1.8 Data and Materials to be provided by Cascade County

The following data and materials will be provided to the DBC and are included in Section 5 of this RFP:

Project Preliminary Design

Preliminary Grandstand Specifications Geotechnical Report Existing conditions topo

The following data and materials will be provided to the DBC as they are made available to the Owner:

Site Utilities Survey & Report
Civil Site Drainage Design – outside the grandstand work area
Electrical Transformer and main panel design
Audio Visual Design Drawings for Surveying in the Finish line camera
New Equipment Layout Plans for power / data locations

2.0 PROJECT REQUIREMENTS

2.1 General Requirements

The project will include:

- 10% Bid Bond
- 100% Performance Bond.
- 100% Materials & Payment Bond.
- 1% Gross Receipts Tax
- Montana Prevailing Wages- Building
- Insurance Requirements
 - o \$1,000,000 / \$2,000,000 E & O insurance for all design professionals
 - o \$1,000,000 / \$2,000,000 General Liability
 - o Montana State minimum for Work Comp, Automobile

2.1.1 Bidder's Submission Requirements

Bids will be accepted until the 3rd day of May 2018 at 1:30 p.m. in the office of the Cascade County Public Works Department Planning Division located at 121 4th Street North, Suite 2H/I, Great Falls, MT 59401. Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 ½" x 12", or larger manila envelope. The manila envelope shall be sealed, and the following information shall be written or typed on the outside of the envelope: (1) the name, address, and telephone number of the bidder: (2) the words "Bid to Cascade County for Grandstands".

The following documents shall be included in the manila envelope, in the following order:

- 1. <u>Bid Forms.</u> The Bid Form shall be completely filled out and signed by an authorized agent of the bidding company. (See attached)
- 2. <u>Bid Security.</u> Pursuant to Section 18-1-201, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified in 18-1-203, Montana Code Annotated, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required "as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid..." Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-203, Montana Code Annotated, as follows:

- "(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:
 - (a) lawful money of the United States;
 - (b) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or
 - (c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized independent rating agencies.
- (2) The money or, in lieu of money, the bank instruments or bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids."

The successful bidder's bid security shall be returned upon the parties entering into and executing the proposed contract. The successful bidder must furnish an approved Performance Security in the amount of 100% of the contract total. Also, at such time, the bid security of unsuccessful bidders shall be returned.

- 3. <u>Contract</u>. The successful bidder will be expected to enter into a contract with Cascade County. However, Cascade County reserves the right to make changes to the contract, which do not affect the substantial rights of the parties. All bids shall remain effective for a period of sixty (60) days from the date of receipt. At some time during said sixty (60) day period, the successful bidder will be expected to enter into the contract and provide a performance security. (See attached Agreement in 4.1.2)
- 4. <u>Waiver of irregularities and informalities</u>. Cascade County reserves the right to waive any irregularity or informality in any bid. Further, Cascade County reserves the right to reject any and all bids for any reason.
- 5. <u>Basis of Award</u>. Shall be dependent on the lowest, best value, most responsible bidder, and deemed to be in the best interest of Cascade County. Consideration will be given, but is not limited to, bidder's cash flow, purchase price, delivery date, equipment service guarantees, parts and service availability, parts and service facilities locations, analysis and comparison of equipment specification details including past experience of Cascade County with projects and/or similar or related equipment.
- 6. Warranty Information. All warranty information for the project must be included.

7. Prevailing Wages and Montana Residents. Section 18-2-401(11)(a), MCA defines "public works contract" as "...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..." The instant solicitation is a public works contract for construction services and as such, Montana Resident preference and Prevailing Wage rates apply to this work and Contract issued as a result of such Solicitation.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available on line at Montana DOLI website at Montana.gov. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

It is not the responsibility of Cascade County to determine who classifies as a subcontractor, subsubcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless Cascade County from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to Cascade County. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to Cascade County, Cascade County's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or 'Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by Cascade County, whichever is later.

Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

MONTANA PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2018

Effective: January 27, 2018
Steve Bullock, Governor
State of Montana
Galen Hollenbaugh, Commissioner
Department of Labor and Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division

Montana Department of Labor and Industry
P. O. Box 201503

Helena, MT 59620-1503

Phone 406-444-5600

TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

GALEN HOLLENBAUGH Commissioner Department of Labor and Industry State of Montana

2.1.2 Scope of Work and Project Summary/Requirements

The project will consist of the design and construction of all foundation, structural systems, seating, exiting, ADA seating and pathways, required emergency exit lighting, lighting / power / data required in the press box, site flatwork at front of grandstands from existing rail to the back of the grandstands at the midway concrete, site flatwork on both sides of the grandstands (20' outside of existing grandstands) as well as all flatwork under the grandstands. All grading and drainage, as well as establishing base height for foundation / flatwork is also included in scope of work.

There will be LED lights in all enclosed rooms, at the crow's nest, and at all covered areas at the top deck over the box seat areas.

There will be a black vinyl coated chain link fence and gates as drawing shows at upper level railing, to match the crow's nest fencing.

The project will include, but not be limited to, the following:

- Review the Schematic Design preferred alternative provided in the RFP package.
- · Review site data.
- Upon award, determine and provide design schedule of work
- Submit list of required permits
- Design site, site utilities, building and foundation system
- Submit DB Design Development and DB Construction Documents for review and approval, as required
- Provide schedule of construction work.
- Secure work area and provide for continued access to the facility
- Construct project
- Create and provide operations and maintenance manual
- Provide as-constructed drawings

2.1.3 Definition of Contract Line Items

The intent of this section is to explain, in general, what is included in each contract line item, limits or cut-off points where one item ends, and another begins. If no item exists for a portion of the work, include the costs in a related line item.

CONTRACT LINE ITEM NO. 1 – DESIGN: This item consists of all Design Development and Construction drawings for Permit and Construction.

CONTRACT LINE ITEM NO. 2 – BLEACHER MATERIALS: This includes the purchase of all structural steel, aluminum, bleacher, and press box components. (excludes rebar)

CONTRACT LINE ITEM NO. 3 – CONSTRUCTION: This item consists of all remaining scope of work in the bid documents.

2.1.4 Progress Payments

Design Phase - Progress payments during the design phase of the work will be based on submission, review, and acceptance of design deliverables.

Materials Phase - Progress payments during Bleacher material phase will be based on the actual cost of materials. Verification of the cost of materials ordered will be the basis for payment in this phase.

Construction Phase - Progress payments during construction will be based on the percentage of work completed on items listed on the approved schedule of values. Actual construction completed and in place will form the basis for payment. Verification of the % complete shall be initiated by the Contractor under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Contractor shall make the computations for payment based on the governments verification of work completed and in place for any periods for which progress payments are requested.

The Contractor shall furnish the originals of all field notes and all other records relating to the basis for payment, to the Contracting Officer, who shall use them as necessary to determine the final amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

2.1.5 Project Meetings

Design Meeting

After the award of the contract and acceptance of the Performance and Payment bonds, the CO will arrange a design meeting with the DBC. The meeting agenda shall include the following as a minimum:

- Review and emphasize the Owner's needs and design objectives.
- Environmental requirements
- Schedule of Values
- Design schedule (provide minimum of two color hard copies). Note: No portion of the
 work can begin construction until 100% Complete DB Construction Documents are
 approved for that portion and any other portion of the work that may be affected by it.
- Modifications during design
- Submittals during design
- Areas available for use by the DBC
- Access requirements of the Expo Park
- Security and temporary facilities
- Payments to the DBC

Preconstruction Meeting

The following Project Requirement deliverables shall be submitted a minimum of one week prior to the Preconstruction Meeting.

- Letter designating your Project Superintendent
- Project Schedule with construction portion fully developed.
- Accident Prevention Program
- A list of subcontractors for this project (must be same as in your proposal)
- Waste Management Plan
- Quality Control Plan

After 100% Complete DB Construction Documents are approved (or completed portions of DBCDs necessary for fast tracking the project), and prior to the start of construction, the CO will arrange an on-site Preconstruction meeting with the DBC. The meeting agenda will include the following as a minimum:

- Correspondence procedures
- Roles and responsibilities
- Lines of Authority
- Progress Payments
- Submittal process
- Construction schedule (provide a minimum of two color hard copies and electronic copy
 in software it was created in) Note: No portion of the work can begin construction until
 100% Complete DB Construction Documents are approved for that portion and any other
 portion of the work that may be affected by it.
- Labor standards
- Payroll reports
- Modifications
- Accident reporting
- · Saturdays, Sundays, holidays and night work
- Traffic control

Progress Meetings

The DBC shall participate in weekly telephone conference calls with the Contracting Officer, and other project team members to update them on the following meeting agenda items:

- Approval of minutes of previous meetings
- Submittal status
- Review of off-site fabrication and delivery
- Requests for Information (RFI's) and issues
- Modifications
- Work in progress and projected
- Schedule update (provide updated CPM schedule)

- Status of Project Record Drawings and O&M Manuals
- Other business relating to work

2.1.6 Project Schedule

General: The Contractor shall provide two (2) color copies and one electronic copy of the project schedule after award and before the design meeting. The schedule shall include a detailed design phase with design deliverable submission dates, review periods as well as a summary construction schedule with important milestones included for both phases.

Fully develop the construction portion of the schedule and submit to the Contracting Officer before the Preconstruction meeting or any construction begins. The project schedule shall be updated on a monthly basis throughout the entire contract period and until project substantial completion. The status date of each schedule update shall be 5 days before the progress payment request date.

Purpose: The purpose of the project schedule is to ensure adequate planning, coordination, scheduling, and reporting during execution of design and construction activities of the DBC. The project schedule will assist the DBC and the Contracting Officer in monitoring the progress of the work, evaluating proposed changes, and processing the DBC's monthly progress payment requests

Software: The software shall be the latest version of Microsoft Project, Primavera Project Planner, SureTrak, or approved equal.

Schedule Development: The project schedule shall cover the entire contract period. The late finish date of the project schedule shall be the same date as the established completion date of the contract.

The DBC shall use the Critical Path Method (CPM) with limited use of lead or lag durations between schedule activities. The DBC's project schedule shall consist of procurement activities (including mobilization, submittal, and the fabrication and delivery of key and long-lead procurement items) and construction activities.

The DBC's project schedule shall consist of, but not be limited to, the following for each activity:

- Identify each and every activity number with numerical designations (maximum 5-digit). Numbering of activities shall be in increments of 10.
- Concise description of the work represented by the activity (maximum 48 characters).
 Avoid the use of non-standard abbreviations. The work related to each activity shall be limited to one work trade.
- Activity duration in whole working days with a maximum duration of 14 work days each, unless otherwise approved by the Contracting Officer, except for non-construction activities including mobilization, shop drawing and sample submittals, fabrication of materials, delivery of materials and equipment, and concrete curing.

In developing the project schedule, the DBC shall be responsible for ensuring that subcontractor work at all tiers, as well as its own work, is included in the project schedule.

The project schedule, as developed, shall show the sequence and interdependence of activities required for complete performance of the work. The DBC shall be responsible for ensuring all work sequences are logical and the project schedule shows a coordinated work plan. Proposed durations assigned to each activity shall be the DBC's best estimate of time required to complete the activity considering the scope and resources planned for the activity. Resource loading of each activity shall list all personnel by labor category and equipment type and capacity proposed to complete the activity in the duration shown. Include permit requirements and constraints. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, wind and/or precipitation to ensure completion of all work within the contract time.

Project Schedule Updates

Monthly updates: The monthly updating of the project schedule shall be an integral part and basic element of the estimate upon which progress payments shall be made under this contract. If, in the judgment of the Contracting Officer, the DBC fails or refuses to provide a schedule of values and a complete schedule update or revision as specified hereinafter, the DBC shall be deemed to have not provided the required information upon which the progress payment may be made and shall be subject to retainage of a portion of the payment.

Time Impact Analysis for Contract Modifications, Changes, Delays, and Contractor Requests Requirements: When contract modifications or changes are initiated, delays are experienced, or the DBC desires to revise the project schedule, the DBC shall submit to the Contracting Officer a written time impact analysis illustrating the influence of each modification, change, delay, or DBC request on the contract time.

Time Extensions: Activity delays shall not automatically mean that an extension of the contract time is warranted or due the DBC. It is possible that a modification, change, or delay will not affect existing critical activities or cause non-critical activities to become critical. A modification, change, or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the project schedule, thereby not causing any effect on the contract time. Time extensions will be granted in accordance with the terms of the contract.

2.2 Design Requirements

2.2.1 DB Design Development and Construction Documents

This element of work shall consist of the preparation of the DB Design Development Documents and DB Construction Documents. All documents shall be prepared using the English System of Weights and Measurements and shall be prepared in accordance with industry design standards.

Deliverables

The following deliverables are required (refer to Section 1.6 for schedule):

DB Design Development

DB Design Development Documents:

- Documents for Owners Review:
 - Submit <u>one</u> paper copy and one electronic copy of the following Draft DB Design Development Documents for review:
 - DB-Design Development Drawings
 - Divisions 2 through 49 Outline Specifications
 - Product File

DB Construction Documents

100% Draft DB Construction Documents

- Documents for Owner's Review:
 - Submit One paper copy of the following 100% Draft DB Construction Documents for review:
 - DB-Construction Drawings
 - Divisions 2 through 49 Construction Specifications (Construction Specifications Institute (CSI) MasterFormat 04 Edition) A/E shall utilize and modify their own Divisions 2 through 49 Construction Specifications templates. Divisions 2 through 49 Construction
 - Product File
 - Design Calculations
 - Written responses to the DB Design Development Documents Review Comments
 - Submit one electronic copy of the 100% Draft DB Construction Drawings

Complete Stamped and Signed DB Construction Documents

Address and incorporate 100% Draft DB Construction Documents comments into the Complete Stamped and Signed DB Construction Documents and submit, for approval, per the following table, the record set of Complete Stamped and Signed DB Construction Documents for construction, Owner's archiving and general use.

COMPLETE STAMPED AND SIGNED DB CONSTRUCTION DOCUMENTS	ELECTRONIC FORMATS	HARDCOPY FORMAT
DB-Construction Drawings	Revit	Full-Size Paper (ARCH D)
Divisions 2 through 49 Construction Specifications	PDF & MS-Word	N/A
Product File	PDF	N/A
Design Calculations	PDF	N/A
Written responses to the 100% Draft DB Construction Documents review comments	PDF & MS-Excel	N/A

2.3 Construction Requirements

2.3.1 Environmental Requirements

Specific sustainability requirements generated in design will dictate more stringent environmental requirements for this project. The following are general requirements:

- Air: Employ construction practices that minimize dust production and combustion byproducts.
- Water: Avoid materials that can leach toxic chemicals into the ground water. Do not allow toxic chemicals to enter sewers or storm drains.
- Soil: Protect against erosion and topsoil depletion.
- Noise: Minimize noise generation during construction. Operate power equipment in accordance with local noise restrictions.
- Waste Management Goals: Employ processes that ensure the generation of as little waste as possible. Waste disposal in landfills shall be minimized.
- Recycling is a requirement of this project.
- All material unsuitable for recycling must be disposed of, in a legal manner, at public or private dumping areas.

Minimize Construction Impacts

The following mitigation measures shall be implemented to minimize the impacts of construction activities:

Soil Erosion

Protect against erosion and topsoil depletion. Keep soil from entering existing or new storm inlets.

Air and Water Pollution Control

Air quality impacts are expected to be temporary and localized. To minimize these impacts, the following actions shall be taken:

To reduce construction dust, water shall be applied to problem areas. Equipment shall be limited to the fenced project area to minimize soil disturbance and dust generation.

Take all necessary reasonable measures to reduce air and water pollution by any material or equipment used during construction. Keep volatile wastes in covered containers.

2.3.2 Schedule of Values

After contract award and before the Design Meeting, submit a schedule of dollar values based on the Contract Price Schedule. Breakdown each lump-sum item into component parts of design deliverables or construction work for which progress payments may be requested. The total costs for the component parts of work shall equal the contract line item amount for that lump-sum item. The Contracting Officer may request data to verify accuracy of dollar values. Include mobilization, general condition costs, overhead and profit in the total dollar value of unit price items and in the component parts of work for each lump-sum item, as described below. Do not include mobilization, general condition costs, overhead or profit as a separate item.

Do not break down unit price items. Use only the contract line item amount for unit price items.

The total cost of all items shall equal the contract sum. The Schedule of Values will form the basis for progress payments.

An acceptable Schedule of Values shall be agreed upon by the Contractor and Contracting Officer before the first progress payment is processed. A cost loaded project schedule is an acceptable substitute for a schedule of values.

2.3.3 Construction Support

Staging Areas

Construction sites will be limited to the smallest feasible area. Ground disturbance and site management will be carefully controlled to prevent undue damage to existing areas to remain.

Staging is limited in or near the construction area for a construction office or trailer. Construction equipment and material storage shall be located near the construction site. All staging areas shall be returned to pre-construction conditions once construction is complete. Standards for this, and methods for determining when the standards are met, shall be developed in consultation with the CO.

Structures:

Trailers, Storage, Field Offices, Staging Area and Sheds: Location to be approved by the Contracting Officer.

DBC's Field Office: Field office shall be structurally sound construction, and weather tight.

Storage Sheds: If used, provide weather tight sheds or other covered facilities for storage of materials subject to weather damage.

If used, all temporary water, sewer, sanitary facilities and electric utilities, shall be completely removed upon project completion. Remove temporary utility connections.

The location of the Staging Area for construction equipment will require CO approval.

Construction Zones

Construction zones shall be fenced with construction barrier fencing, plastic or portable fencing, before any construction activity. The fencing shall define the construction zone and confine activity to the minimum area required for construction. All protection measures shall be clearly stated in the construction specifications, and workers will be instructed to avoid conducting activities beyond the construction zone as defined by the construction zone fencing. Protection of Public: Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry. Erect and maintain fencing, barricades, lights, signals, and warning signs.

Parking of Construction Vehicles

Parking of vehicles shall be limited to existing roads, designated parking lot areas, and within approved staging area(s).

2.3.4 Submittals during Construction

Material Submittal and Approval Procedures:

The following submittals will require approval prior to procurement or performance of the work:

- All submittals pertaining to Bleacher components, engineering, and finishes
- LED light fixtures
- Electrical components
- Structural concrete

Flatwork concrete

Submit all submittals required in the Project and Performance Requirements in the Specifications. Submit sufficient information based upon the performance specifications for the Owner to make an informed decision on compliance or lack of compliance for the items above. Submittals shall be transmitted to the CO in electronic format.

Contracting Officer's Review:

Any work done or orders for materials or services placed before approval shall be at the Contractor's own risk.

After reviewing submittals, the Contracting Officer will return electronic copy of applicable (marked up) submittal sheets to the Contractor. All submitted samples will be retained. The DBC is responsible for producing additional copies for his/her own use.

Samples: Samples shall be large enough to illustrate clearly the functional characteristics and full range of color, texture, or pattern. Manufacturers' Catalog Sheets: Submit only pertinent pages; mark each copy of standard printed data to identify specific products proposed for use. The Contracting Officer reserves the right to require additional submittals. After review, the Contracting Officer shall notify the DBC of approval, approved with notations, or disapproved resubmit.

The returned submittal will be marked in one of three ways as defined below:

APPROVED: Acceptable with no corrections.

APPROVED WITH NOTATIONS: Minor corrections or clarifications are required. All comments are clear and no further review is required. The Contractor shall address all review comments when proceeding with the work.

DISAPPROVED - RESUBMIT: Rejected as not in accordance with the contract or as requiring major corrections or clarifications. The Contracting Officer will identify the reasons for disapproval. The Contractor shall revise and resubmit with changes clearly identified.

2.3.5 Construction Coordination

Notification: The Contracting Officer (CO) will provide all necessary written notification and/or direction to the contractor.

2.3.6 Quality Control

General

The quality of all work shall be the responsibility of the Contractor. Special Inspection & Testing shall be the responsibility of an independent testing laboratory & paid for by DBC.

Inspect and test all work as needed to ensure that the quality of materials, workmanship, construction, finish, and functional performance is in compliance with applicable specifications and drawings.

Test reports shall be completed by person performing the test.

Submittals

Weekly Reports: Submit showing all inspections and tests on the first workday following the date covered by the report. Utilize the forms attached at the end of this section.

Test Reports: Submit Weekly Test Information Sheet.

Submit failing test results and proposed remedial actions within four hours of noted deficiency.

Submit electronic copy of complete test results not later than one calendar day after the test was performed.

Off-Site Inspection Reports: Submit prior to shipment of bleacher components.

Execution

Off-Site-Control: Items that are fabricated or assembled off-site shall be inspected for quality control at the place of fabrication.

On-Site Control: Notify the Contracting Officer at least 48 hours in advance of the preparatory phase meeting.

Notify the Contracting Officer at least 24 hours in advance of the initial and follow-up phases.

Quality Control Phases

Preparatory Phase: Perform before beginning each feature of work.

Review control submittal requirements with personnel directly responsible for the quality control work. As a minimum, the Contractor's Quality Control Supervisor and the foreman responsible for the feature of work shall be in attendance.

Review all applicable specifications sections and drawings related to the feature of work.

Ensure that copies of all referenced standards related to sampling, testing, and execution for the feature of work are available on site.

Ensure that provisions have been made for field control testing.

Examine the work area to ensure that all preliminary work has been completed.

Verify all field dimensions and advise the Contracting Officer of discrepancies with contract documents.

Ensure that necessary equipment and materials are at the project site and that they comply with approved shop drawings and submittals.

Initial Phase: As soon as work begins, inspect and test a representative portion of a particular feature of work for quality of workmanship.

Review control testing procedures to ensure compliance with contract requirements.

Document all initial phase activities and discussions on the Contractor's weekly Report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

Follow-Up Phase: Inspect and test as work progresses to ensure compliance with contract requirements until completion of work.

Additional Preparatory and Initial Phases: Additional preparatory and initial phases may be required on the same feature of work for the following reasons:

Quality of on-going work is unacceptable.

Changes occur in the applicable quality control staff, on-site production supervision, or work crew.

Work on a particular feature of work is resumed after a substantial period of inactivity.

Documentation

Maintain Weekly Reports, Weekly Test Report Information Sheets.

Enforcement

The Contractor shall stop work on any item or feature pending satisfactory correction of any deficiency noted by the quality control staff or the Contracting Officer.

2.3.7 Working Hour Restrictions

Work Hours 5 AM to 10 PM. Discuss with CO if different work hours are needed for certain days.

2.3.8 Temporary Services

Temporary materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

Temporary power and water will be paid for by the Owner. Take measures to ensure that power and water are used conservatively.

Fire Protection Equipment: Observe and enforce standards of fire prevention.

Vehicles and Equipment: Provide one fire extinguisher on each vehicle or piece of equipment. Extinguishers shall have a minimum UL rating of 2-A:10-B:C. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

Smoking: Smoking on entire site is prohibited. Smoking within buildings, vehicles, or temporary storage sheds is prohibited.

Welding: Cutting by torch or welding shall be performed only when adequate fire protection is provided.

Electricity and Lighting: DBC to make arrangements with utility company or owner for connection to Owner's existing utility grid. Coordinate work with Contracting Officer. Temporary electrical work shall meet requirements of the current codes. When temporary connections are removed, restore existing utility services to their original condition. Provide and pay for all required temporary lighting and power as needed.

Water: DBC shall provide connection to owner's potable water and pay all costs for connection and distribution.

Sanitary Facilities: Provide and maintain temporary toilet facilities in accordance with State Health Department and City regulations. Provide separate handicap accessible facilities for men and women with privacy locks. Enclosures shall be weatherproof, sight proof and of sturdy construction. Completely remove sanitary facilities on completion of work.

2.3.9 Access

Coordinate construction efforts with the Contracting Officer such that there is minimal impact to the work of the Owner and the visiting public.

During construction of the scheduled facilities, the Design Build Contractor shall have continuous access to the site.

2.3.10 Existing Utilities

Disruptions of services shall be kept to a minimum. The contractor shall coordinate with the local utility companies. All disruptions shall be arranged at least 48 hours in advance with Owner and must be approved by Contracting Officer.

Construction procedures will prevent accidental disruptions to facilities outside the project limits by investigation of existing utilities and protection during construction: accidental disruptions shall be remedied at no cost to the Owner.

2.3.11 Accident Prevention

Accident Prevention Program: Prior to the Preconstruction Meeting submit an accident prevention program. The program shall comply with OSHA and project requirements. Include the following:

Name of responsible supervisor to carry out the program; monthly safety meetings; first aid procedures; outline of each phase of work, hazards associated with each phase and methods proposed to ensure property protection, and safety of the public, Owner & staff and DBC employees; training; planning for possible emergency situations; housekeeping and fire protection.

Quality Assurance: Ensure that all employees are physically qualified to perform their assigned duties in a safe manner. Do not allow employees to work if their abilities are impaired. Operators of all equipment shall be able to understand signs, signals and operating instructions, and be capable of operating such equipment.

Accident Prevention Products: Provide the following:

- · First aid facilities.
- Personnel protective equipment:
- Emergency instructions, including telephone numbers and reporting instruction for ambulance, physician, hospital, fire department and park police. Place in conspicuous locations at the worksite.
- Adequate egress at all times in accordance with the Life Safety Code (NFPA 241).
- Hard hats for all employees and for up to 6 visitors.
- Designate and post signs in all hardhat areas.

Training: Provide training for first aid and hazardous material handling and storage.

2.3.12 Temporary Controls

Housekeeping: Keep project neat, orderly, and in a safe condition at all times.

2.3.13 Field Engineering

The DBC shall set initial construction stakes establishing lines, slopes, grades, reference points, base lines and bench marks as required. The DBC shall execute the work in accordance with these stakes and perform all additional staking necessary to execute the work.

All existing survey control utilized for this project shall be preserved. Controls that are destroyed by the DBC shall be replaced by the DBC at their expense.

2.3.14 Project Close-out

Project Record Drawings: Maintain one complete full-size set of contract drawings and one full-size set of vendor-supplied drawings. Clearly mark changes, deletions, and additions to show actual constructed conditions. Keep record drawings current. Certification of accuracy and completeness will be required for monthly payment requisitions. On completion of the total project, submit complete record drawings.

As-Constructed Drawings: Provide as-constructed drawings by updating the Approved DB Construction Drawing Revit files with information provided on the record drawings, contract modifications; and other applicable shop drawings, sketches, and data.

Provide as-constructed drawings in the following formats:

- 2 CD-ROMS, each with drawing files in both PDF and Revit formats
- 1 full-size paper copy

Posted Operating Instructions: Furnish operating instruction attached to or posted adjacent to equipment. Include wiring diagrams, control diagrams, control sequence, start-up adjustment, operation, lubrication, shutdown, safety precautions, procedures in case of equipment failure and other items of instruction recommended by manufacturer.

Cleaning: Before scheduling the final inspection, remove all tools, equipment, surplus materials, and rubbish. Restore or refinish surfaces that are damaged due to work of this contract to original condition. Remove grease, dirt, stains, foreign materials, and labels from finished surfaces. Thoroughly clean building interiors. Pick up and remove all construction debris from the site. At time of final inspection, project shall be thoroughly clean and ready for use.

Before submitting a request for final inspection, submit the following:

- Project Record Drawings and As-Constructed Drawings: As specified above.
- Guarantees and Bonds: As specified in Performance Requirements and Specifications.
- Spare Parts and Materials: As specified in Performance Requirements and Specifications
- Operation and Maintenance Data: As specified below and in Performance Requirements and Specifications.
- Keys and Keying Schedule: Submit all keys including duplicates. Wire all keys for each lock securely together. Tag and plainly mark with lock number, equipment

identification, or panel or switch number, and indicate location, such as building and room name or number.

- Operating Tools: As specified in the individual sections.
- Special Tools: One set of special tools required to operate, adjust, dismantle, or repair equipment. Special tools are those not normally found in possession of mechanics or maintenance personnel.
- System Demonstration and Training: As specified below and in Performance Requirements and Specifications.
- Mechanical and Electrical Systems: Verify the following in writing:
 - All systems are complete.
 - All systems have been properly started and are operational.
 - All controls are complete and operational, and sequences have been checked and are functioning properly.

Operation and Maintenance Data: Provide one of 3-ring binders with operation and maintenance data, to the Contacting Officer for review, prior to the final inspection. Data shall include manufacturer's standard literature, equipment data sheets, vendor-furnished as-built drawings; custom written data not included in manufacturer's standard literature; schedules, warranties, parts lists, test results, and subcontractor list.

After CO review is completed, incorporate comments, and submit 3 final sets of operation and maintenance data to the Contracting Officer.

System Demonstration and Training: Train designated personnel in adjustment, operation, including seasonal and emergency operations, if applicable; maintenance; and safety requirements of equipment and systems. Instructors shall be thoroughly trained in operating theory as well as practical operation and maintenance work for each type of equipment or system. The sequence of the training shall follow the approved outline of the training guide; i.e. Operating and Maintenance Data. Individual sections specify the duration of training required. If no duration is listed, provide training of sufficient duration to adequately cover the subjects.

2.3.15 Substantial Completion and Final Inspection

Submit written certification that project, or designated portion of project, is substantially complete, and request in writing a final inspection. Upon receipt of written request that project is substantially complete, the Contracting Officer will proceed with inspection within 10 days of receipt of request or will advise the Contractor of items that prevent the project from being designated as substantially complete.

When work is determined to be substantially complete, the Contracting Officer will prepare a list of deficiencies ("Punch List") to be corrected before final acceptance. The Contracting Officer will issue a Letter of Substantial Completion. If work is not determined to be substantially complete, the Contracting Officer will notify the DBC in writing. After completing work, the DBC shall resubmit certification and request a new final inspection.

If, following final inspection, the work is determined to be substantially complete, Contracting Officer will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion. Contractor shall complete the work described on the list of deficiencies within 30 calendar days, as weather permits. If the Contractor fails to complete the work within this time frame, the Contracting Officer may either replace or correct the work with an appropriate reduction in the contract price or charge for re-inspection costs in accordance with the Inspection of Construction clause of the contract.

Acceptance of the work: After all deficiencies have been corrected, the Contracting Officer will issue a Letter of Acceptance.

3.0 PERFORMANCE REQUIREMENTS

3.1 Elements and Products

In addition to requirements specified in other chapters, provide products and elements that comply with the following:

- 1. Where "no substitutions" is indicated, use only the product (or one of the products) specified.
- 2. Elements Made Up of More Than One Product:
 - a. Where an element is specified by performance criteria, the project shall use construction either proven-in-use or proven-by-mock-up, unless otherwise indicated.
 - Proven-In-Use: Proven to comply by having actually been built to the same or very similar design with the same materials as specified and functioning as specified.
 - ii. Proven-by-Mock-Up: Compliance reasonably predictable by having been tested in full-scale mock-up using the same materials and design as specified and functioning as specified. Testing need not have been accomplished specifically for this project; when published listings of independent agencies include details of testing and results, citation of test by listing number is sufficient (submittal of all test details is not required).
 - iii. The DBC may choose whether to use elements proven-in-use or provenby-mock-up, unless either option is indicated as specifically required.
 - iv. Where test methods accompany performance requirements, those test methods shall be used to test the mock-up.
 - b. Where a type of product is specified, without performance criteria specifically applicable to the element, the project shall use the type of product specified.
 - c. Where more than one type of product is specified, without performance criteria specifically applicable to the element, the DBC shall use one of the types of products specified.
 - d. Where a type of product is specified, with applicable performance criteria, the DBC shall use either the type of product specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 - e. Where more than one type of product is specified, with applicable performance criteria, the DBC shall use either one of the types of products specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 - f. Where neither type of product nor performance criteria are specified, the DBC shall use products that will perform well within the specified life span of the building.

3. Products:

- a. Where a product is specified only by a manufacturer name and model number/brand name, the DBC shall use only that model/brand product.
- b. Where the properties of a product are specified by description and/or with performance criteria, the DBC shall use products that comply with the description and/or performance criteria.
- c. Where manufacturers are listed for a particular product, the DBC shall use a product made by one of those manufacturers that also complies with other requirements.
- d. Where actual brand name products are not identified by either the Contracting Officer or the DBC, the DBC shall identify the products to be used.

e. In the Proposal:

- i. The DBC shall identify one or more product types for each system, assembly, or element.
- ii. For each product type, the DBC shall identify brief descriptive or performance specifications.
- iii. For major manufactured products that are commonly purchased by brand name, and any other products so indicated, we will identify at least one manufacturer that will be used.

f. During DB Design Development or DB Construction Documents Submissions:

- i. Where more than one product type is identified for a particular system, assembly, or element, the DBC shall identify exactly which type will be used.
- For each product type, the DBC shall identify descriptive or performance specifications; early submittals shall be brief specifications, but complete specifications shall be provided prior to completion of construction documents.
- iii. For each product type, the DBC shall identify at least one manufacturer that will be used.
- iv. For major manufactured products that are commonly purchased by brand name, and any other products so indicated, the DBC shall provide manufacturer's product literature on at least one actual brand name product that meets the specifications, including performance data and sample warranty.

g. During Construction:

- The DBC shall identify actual brand name products used for every product, except commodity products specified by performance or description.
- ii. Where a product is specified by performance requirements with test

- methods, and if so specified, the DBC shall provide test reports showing compliance.
- iii. The DBC shall provide manufacturer's product literature for each brand name product.
- iv. The DBC shall provide the manufacturer's certification that the product used on the project complies with the contract documents.

h. Before End of Closeout:

i. The DBC shall provide copies of all manufacturer warranties that extend for more than one year after completion.

3.2 Specifications

SECTION 131250 - GRANDSTAND

SEATING SYSTEM GENERAL

1.1 RELATED DOCUMENTS

See all attached preliminary drawings and sketches.

1.2 SUMMARY

- A. This section includes complete services to provide a permanent grandstand seating system of size and capacity, and with features indicated on the drawings to include a canopy, rear closure and a pressbox. Gridline E andF between 1.2 and 6.8 to be open from all cross bracing up to 9'0" minimum. This will be an open useable space. All concrete slab under grandstands to slope to drain.
- B. Complete Scope of Work in this bid package include the following: AISC certified steel fabrication
 - 1. Steel Understructure Designed with a L/200 Serviceability Criteria (Grandstands and Pressbox)
 - 2. Structural steel will have hot dip galvanized finish that meets 2.3-A.-7. and 2.4-/A.-3.
 - 3. Fully Closed Aluminum Triple Lock Welded Deck System
 - 4. Welded deck system will be mill finish.
 - Guardrail system will be aluminum tube vertical supports with black vinyl coated chain link fence infill.

- 6. 2" x 10" comfort curve aluminum bench
- 7. Powder Coated Finish Aluminum Risers
- Quality Assurance shall be provided as outlined in IBC Chapter 17. All
 associated special inspection and testing costs will be provided by the
 Owner.
- 9. Pressbox will be provided per specifications in 13150
- 10. Canopy over grandstand and closure at rear of grandstand will be required per specifications in this section.

1.3 REFERENCES

A. INTERNATIONAL BUILDING CODE 2012 WITH STATE OF MONTANA AMENDMENTS.

- B. ICC 300 Standard for Bleachers, Folding and Telescoping Seating and Grandstands.
- C. AISC Steel Manual Fourteenth Edition D. ACI 318-11
- E. Aluminum Association Aluminum Design Manual 2010
- F. ASTM E985
- G. AWS D1.1 and D1.2

1.4 PERFORMANCE REQUIREMENTS

A. Design Loads

ALL DESIGN SHALL BE IN ACCORDANCE APPLICABLE CODES WITH THE FOLLOWING AS A MINIMUM UNLESS APPLICABLE CODES ARE STRICT. SEE IBC 2012 AND ICC 300, AND NFPA-101 AND NFPA-102.

Dead Load 10 psf. See drawings for additional dead loads that are applied to the bleacher structure due to masonry, etc.

Live Load 100 psf or 120 plf for seating whichever is more restrictive. Live Load Reduction not permitted. Include loads for flagpoles.

Wind Speed Design per local wind speeds & building codes. See drawings for additional loads that are applied to the bleacher structure due to masonry, etc. Sway Load (Z) 24 plf per row parallel to seatboards Sway Load (Z) 10 plf per row perpendicular to seatboards

Seismic Load Design per local seismic conditions. Include weights for masonry that are attached to the bleacher structure. Guardrail Loads (Rr) 50 plf distributed or 200 lb concentrated load applied in any direction

B. Serviceability Requirements

Deflection shall be limited to 1/200 of the span for all structural members, exception is areas at rear and sides of Home and visitor grandstands where masonry imparts load requirements on grandstand structural steel.

1.5 SITE REPRESENTATION

A designated sales representative of the grandstand manufacturer must be onsite at all times during installation of the grandstand and will be required to have a local office during the entire period of installation. This individual cannot be part of the installation crew.

1.6 QUALITY ASSURANCE

- A. AISC Certification: All structural steel shall be fabricated in an AISC certified plant that is certified
- B. STD" at the time of the bid. The manufacturer shall be listed on AISC's website as a certified fabricator.
- C. Experience: Manufacturer of grandstand system shall have a minimum of (5) years experience in fabrication of grandstand structures and shall, upon request, provide references to successful projects of similar size and project specific requirements.
- D. Installation: Installation shall be performed by factory trained and certified representatives of the grandstand manufacturer.
 - 1. Installer shall have completed at least three installations of similar size. Documentation shall be provided upon request.
 - 2. Installation shall be performed using prevailing wage rates. Certified payroll & copies of payroll checks shall be provided weekly to the Owner.
- E. Performance of a yearly inspection is required and part of the scope of this bid. The owner will receive a yearly inspection for 5 years to cover the length of the warranty of this grandstand.

1.7 SUBMITTALS

NOTE: Delays caused by required resubmittals due to noncompliance with the specification shall not extend any milestone date in the contract. The contractor is responsible for complying with all aspects of this specification.

- A. Fabricator AISC Certificate of compliance with the Standard for Steel Building Structures
- B. Product Certificate: Prepare written statement on manufacturer's letterhead certifying that product complies with requirements in the

Contract Documents.

- C. At least 4 weeks prior to submittal of rebar shop drawings for the bleacher foundations. Submit final reactions for the bleachers to be applied to the foundations for Engineer of Record to review. Reactions shall be broken down by load case and shall clearly indicate if the reaction is allowable or ultimate level.
- D. Shop Drawings: Complete detailed drawings prepared, signed and sealed by a Registered Professional Engineer (P.E.) licensed in the State of Montana. Include:
 - a. Detailed and dimensioned plans.
 - Seating plan indicating aisles, walkways, seating sections and exits and showing exit calculations using appropriate tables and requirements of the State of Montana.
 - c. Sections and details showing complete methods of assembly and anchorage.
 - d. Engineering calculations. Engineering calculations shall clearly show all load cases, load combinations for each member as well as allowable stresses. Calculations shall include design of all members including, but not limited to, anchor bolts, columns, seats, guardrails, stairs, beams, braces and all connections. Engineering calculations shall be sealed by a Registered Professional Engineer (P.E.) licensed in the State of Montana.
- E. Qualifications of Professional Engineer who seals the shop drawings and calculations.
- F. General contractors will ensure that the grandstand manufacturer they use in preparation of their bid has submitted a product sample of the triple lock welded deck to the Architect, on or before bid date for verifications and approval. The product sample will be two feet in width, two rows deep and include all specified features and finishes. Sample verification will be completed by Architect prior to award of contract.
- G. Stamped engineered drawings listing steel sizes and bracing connections will be submitted with the bid.

1.8 WARRANTY

Product shall be guaranteed for (5) years on the structure and (3) years on the finishes together with labor. Damage resulting from abnormal use or vandalism is not covered.

PART 2 - PRODUCTS

- 2.1 MANUFACTURER Bidders will list name of grandstand manufacturer on bid form. The basis of design is Dant Clayton Corporation, 1500 Bernheim Lane, Louisville, Kentucky 40210; (800) 626-2177. Listing as acceptable manufacturer does not remove responsibility to meet specifications.
 - A. Additional manufacturers will submit request for approval thru the CO. CO will issue approval or requirements for gaining approval as additional manufacturer.

2.2 PRODUCT COMPONENTS

A. Decking System for Grandstands shall be a Fully Closed Welded Arrangement – Triple lock attachment

- The decking system shall be a Flush Face design. No channels or openings will be allowed in the vertical or horizontal surface.
- 2. Footboards shall nest with adjacent planks via tongue and groove, and then each footboard shall be continuously welded to the adjacent footboard to limit deflection and minimize water penetration. The front footboard shall have a female groove that will receive and interlock with the vertical riser. The rear heel of welded deck shall have a vertically upturned portion to support the bottom of the vertical riser and to shed water, creating a shingle effect.
- The vertical riser shall interlock with the front footboard and will shingle over the upturned portion of the lower heel board to entirely close off the vertical face.
- 4. The horizontal tread shall be sloped forward 1 degree to shed water to the front of the grandstand.
- 5. The steel seat support bracket shall bolt directly to the steel understructure, and shall create a 'Triple Lock' system to hold the footboards and risers in place. The result is a bolted structural connection that defines the triple lock system. Friction connections are specifically disallowed.
- 6. Each individual footboard must be designed to support the resulting stress from a minimum 120 plf live load.
- 7. Decking joints shall be covered with a 4" aluminum joint cover
- 8. The ends of the aluminum extrusions shall be covered sith a one-piece aluminum angle end cap
- 9. All decking splices shall consist of an internal splice sleeve, and shall occur directly

over a steel support

- 10. The decking system shall attach to the understructure using concealed clips
- 11. Welded deck units will be factory welded exhibiting a uniform weld and will be free of pin holes and irregular welds. All welded deck units that have pin holes or unacceptable irregular welds will be rejected.

C. Seating - Aluminum bench

- 1. Seat support Brackets shall bolt directly to the steel understructure. Attaching seat support brackets in the aluminum channels of the deck will not be permitted.
- 2. Seats shall be 6063-T6 extruded aluminum with a fluted surface and a minimum of 4 vertical legs. The exact size of seatboard is 2" x 10" x .080" wall thickened at the joints and weighing
 - 1.9 lbs. per foot with 1" radius comfort curve front edge. Aluminum shall be cleaned, pre- treated and clear anodized. End caps will be cast aluminum, to match contour of aluminum bench.
- 3. Aluminum seat mounting brackets: 3/16" thick A36 steel plate, plasma cut, bent and galvanized.

C1. Chair Seating will be Interkal Aura SLAT Stadium Chair

The Aura shall be available in 19" through 23" widths to accommodate capacity requirements.

The Aura shall operate freely and quietly and provide for comfort and safety of the occupant.

The chairs shall use blow molded, high-density polyethylene seats and backs with U.V. inhibitors

and high strength die cast aluminum stanchions for structural integrity and rust free usage.

Bidders requesting the use of a substitute chair are required to contact the Architect and Complete substitution procedures.

Understructure shall consist of an open span I-Beam understructure

- Longitudinal bays will include angle cross bracing as indicated on bid drawings.
- 5. All beams and columns may be made of either wide flange or tube shapes. At column locations that column extends above masonry and has a precast cap, a square tube column shall be used instead of a wide flange shape.
- 6. All steel shall be sized to support the most conservative of the loads in the table above, and the loads in the referenced building codes and part 4 structural peer review guidelines in this specification.

D. Guard Railing

- 1. Vertical guardrail structural supports shall be aluminum rectangular tube 2.8" x 2.0 x .1888" or aluminum angle of equivalent strength, and shall be 6061-T6 alloy. Guardrail shall have structural support on each leg of the fencing at all 90° turns. Tension bars do not meet this requirement.
- 2. Guardrail horizontal and vertical framing members will be 1 5/8" O.D. aluminum pipe.
- 3. Chain link fence shall be 2" mesh, 9 gauge galvanized (OPTION) or 6 gauge vinyl coated fabric.

D. Ramps

- 1. Ramps shall be configured as shown on drawings.
- 2. Ramps shall have a maximum slope of 1:12, and shall have the same guard railing as the rest of the grandstand.
- 3. Ramps shall have a minimum post spacing of 3 ft and a maximum post spacing of 9 ft.
- 4. Material finishes shall match those on the grandstand.

E. Stairs

- Stairs shall consist of L3x3x1/4" steel legs with a sloping steel channel supporting the treads. Each tread shall be supported by a clip angle bolted to the sloping channel. Minimum vertical leg spacing is 3 ft. Maximum spacing is 9 ft.
- 2. Guardrail on the stairs shall match the guardrail on the stand.
- 3. Material finishes shall match those on the grandstand.

F. Hand & Grab Rails

- 1. Hand and Grab Rails shall be located in all areas required by building code.
- 2. Hand and Grab Rails shall be 1-15/16" O.D. extruded aluminum pipe. Smaller diameter pipe is not allowed.
- 3. Two-Line mid-aisle handrails shall be located in all interior aisles. All mid-aisle rails shall feature internal connection fittings for both lines of rail. External fittings connections larger than 2" o.d. are not permitted.

a. Aisle Intermediate Steps

- 1. Aisle step units are to be provided at all intermediate aisle locations as shown on the architectural drawings at all locations of new aluminum stadia treads and risers
- 2. Aisle step units shall be mounted to the stadia system without penetration of the tread or riser surface
- 3. All aluminum frames, panels, plates, planks, etc. ar to be provided in a matching finish as the stadia tread and riser system to which they are installed
- 4. Aisle step treads shall be 1 3/4" aluminum extrusions, clipped to the supporting step frame with concealed fasteners.
- 5. Aisle step treads shall have fully closed risers consisting of a singled aluminum riser panel.

2.3 MATERIALS

A. Structural Steel

- 1. All detailing, fabrication, and erection shall be completed in accordance with the AISC Steel Construction Manual 14th Edition. All fabrication shall be completed in an AISC certified facility as described in Para. 1.8 A.
- 2. Structural Steel shall be ASTM A992 grade 50. Miscellaneous steel shall be ASTM A36.
- 3. Bolts & Nuts: All bolts 5/8" diameter and larger shall meet ASTM A325. All bolts 1/2" and small shall meet ASTM A307.
- 4. All welds shall conform to ANSI/AWS D1.1. Electrodes shall be E70xx
- 5. Support beams shall be wide flange shapes.
- Stringer shall be wide flange shape.
- 7. Structural steel shall have a base coat of a minimum of 2 oz. hot dipped galvanized in accordance with ASTM 123-A with a minimum galvanized film thickness of 3.3 mils. Zinc shall be 98% purity, certified with written test results based on samples taken from the tank.
- 8. Grandstand columns and beams will be provided by Grandstand Manufacturer and will bolt into structural steel frame required to support the canopy.

B. Aluminum

1. All footboards & seatboards shall consist of 6063-T6 aluminum alloy with minimum yield strength of 25 ksi.

- 2. All straight grab & hand rails shall consist of 6061-T6 aluminum alloy with minimum yield strength of 35 ksi.
- 3. All bent grab & hand rails shall consist of 6061-T4 aluminum alloy with minimum yield strength of 21 ksi.

2.4 FINISHES

A. Structural Steel -

- All structural steel will be finished with a hot dip galvanizing process per 2.3-A.-7!
- 2. All structural steel fasteners shall be galvanized.
- Notarized certification of test results of galvanizing tank are mandatory and will be provided to Architect for evaluation and confirmation.

A. Aluminum

- 1. All aluminum decking shall have a mill finish.
- 2. All seat boards shall have a clear anodized finish.
- All Riser boards shall have a Color Powder Coated finish in one of manufacturer's standard colors to be chosen by owner, covering 100% of the riser surface.
- 4. All hand and Grab Rails shall be clear anodized

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine all existing conditions with installer present for compliance with requirements for installation tolerances and other conditions affecting performance of the work.
- B. Prepare written report, endorsed by installer, listing conditions detrimental to performance of the work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

Install grandstand and all components according to manufacturer's written instruction and the approved shop drawings.

3.3 CLEANING

Clean all surfaces according to manufacturer's recommendations.

Use cleaning solutions and methods that do not damage the finishes or the adjacent surfaces. Remove all metal burrs, sharp edges or other cutting, unsafe conditions.

Touch up finishes as recommended by manufacturer to the satisfaction of the architect.

END OF SECTION 131250

Section 131260 Press Box

Part 1 - General

1.1 SCOPE of WORK

- A. Furnish a prefabricated, modular press box equal to that as provided by Dant Clayton Corporation, Louisville Kentucky.
- B. Or Equal

1.2 RELATED Work/RELATED SECTION

A. Grandstand / Section 131250

1.3 SUBMITTALS

- A. Bidders with any deviation from the specifications must comply with the following requirements seven (7) days prior to the bid opening.
 - 1. Plan view and wall section showing complete detail of layout, connection and trim detail.
 - 2. Schedule of Work Experience, including names of contacts and phone numbers; 10 jobs minimum within the last five (5) years.
 - 3. List of three (3) similar jobs within the past two (2) years should owners (3 persons maximum) request a site visitation to these jobs, it will be at the bidder's expense.
 - 4. Resume including Corporate Officers, Sales Representatives, Technical Advisor, Project Manager, and Job site Superintendent.
 - 5. Project schedule, including phasing with other trades and designation for all tasks, milestone dates for drawing submittal, fabrication time, key material delivery dates and designated dates of installation.
 - 6. Shop drawings stamped and signed by a Professional Engineer licensed in the state of installation.

1.4 DESIGN CRITERIA

- A. All material and workmanship shall be in accordance with the applicable state building code/ IBC current edition and NFPA.
- B. All electric components shall be UL listed.
- C. Design Loads:

1.	Live Load	100 psf	Floor
		50 psf	Roof (w/ filming platform)
	Wind	20 nsf	on vertical surfaces

D. Design Classification

Use Group: B, Construction Type: V-B

1.5 QUALITY ASSURANCE

A. Manufacturer: Company specializing in modular building construction with experience in manufacturing press boxes.

- B. Engineer qualifications: The press box shall be approved by a registered professional engineer in the state the Press Box will exist in in.
- C. Warranty: Press box shall be guaranteed for one (1) year against defective material or workmanship. Damage resulting from abnormal use or vandalism is not applicable.

PART 2 - PRODUCTS

2.1 FLOOR CONSTRUCTION

- A. Bottom Board: 1/2" CCX foundation grade treated plywood. Industrial grade asphalt-based pint. Continuous aluminum vents on 8' centers.
- B. Insulation: R-36.2 2" isoboard foam insulation w/ vapor barrier. Triple layered to achieve R-value.
- C. Joists: 2" x 6" #2 SYP, on 16" centers, longitudinal framing.
- D. Decking: 3/4" Sturdifloor, underlayment grade, tongue and groove fir plywood, (Index24 in O.C.)
- E. Covering: 1/8" Armstrong Excelon vinyl composition tile.
- F. Molding: 4" Thermoplastic rubber base molding by Roppe.

2.2 WALL CONSTRUCTION

- A. Studs: 2" x 4", #2 or better SPF, on 24" centers, BOCA framing.
- B. Bottom Plate: 2" x 4" #2 or better SPF.
- C. Top Plates: (2) 2" x 4" #2 or better SPF.
- D. Headers: As span and design load requires
- E. Ceiling Height: 8'-2" x 8'-0", front to back.
- F. Covering: 5/8" vinyl-faced gypsum panels, Class A, F.S.R.
- G. Insulation: 3-1/2" R-13 fiberglass batts with vapor barrier.
- H. Sheathing: 1/2" CDX plywood.
- I. Siding: 0.50 Mastic 8" vertical board and batten premium vinyl exterior siding color by owner.

2.3 ROOF CONSTRUCTION

- A. Joists: 2" x 8", #2 SYP, 16" O.C. spacing.
- B. Overhang: 15-1/2" over front wall; 6" over rear wall. .019 metal fascia with perforated vinyl soffit panels.

- C. Ceiling: 5/8" type-x fire-rated gypsum board, taped and bedded with spray textured finish, Class A F.S.R.
- D. Insulation: R-36.2 2" isoboard foam insulation w/ vapor barrier. Triple layered to achieve R-value.
- E. Decking: 3/4" tongue & groove oriented strand board (Index 24" O.C.).
- F. Covering: .060 single-ply EPDM rubber membrane, fully adhered.

2.4 WINDOWS

A. Soft-Lite "Barrington DSL7 HS", Double horizontal slider windows w/ extruded vinyl frames, AAMA Structural Rating, w/ 3/4" insulated Low-E, Argon filled tempered glass w/ removable insect screens.

2.5 DOORS

A. 36" x 80" Insulated vinyl-faced steel clad with wood jambs; 16" insulated/tempered lite, aluminum threshold, vinyl weather stops, stainless steel hinges and heavy-duty retention chains. Doors equipped with commercial leverhandled keyed locksets.

2.6 ELECTRICAL

- A. Service Entrance Panel: Square D Q0124M100 with Main Disconnect; rated at 120/240v, single phase, 100 amp capacity.
- B. Receptacles: Pass & Seymour 125 volt/15 amp duplex, spec-grade, along the rear wall. Wiremold 5400 Series two-piece multi-channel, dual voltage, non-metallic surface raceway along front wall below scorer's counter, outlets on 48" centers.
- C. Lighting: Lithonia M232PC1S 4-ft. 2-tube fluorescent strips with low-glare parabolic diffusers.
- D. Circuits: All branch circuit wiring is minimum #12 THHN encased in EMT thin wall conduit or MC Cable.
- E. HVAC: Zoneline electric wall mount heat pump unit.

2.7 SCORERS' COUNTER

A. 20" deep x 1 ½" Clear Anodized finish aluminum countertop with rounded front nose. Mounted on brackets spaced a minimum of 32".

2.8 CAMERA DECKS

- A. Hatch: Bilco Model #NB-50 2'6" x 4'6" aluminum roof hatch
- B. Ladder (Aluminum): Alaco #370 70 degree ships ladder.
- C. Upgraded Roof Surface: .060 polyester reinforced skid and spike resistant PVC membrane, fully adhered.
- D. Railing Mounts: 1/2" galvanized threaded bolts & nuts through roof fascia on 48" centers along perimeter edge of roof. Railing mounts cannot be placed on the roof surface.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installation: Shall be handled directly by the manufacturer or by a factory certified installation subcontractor.
- B. Erect per plans, shop drawings, and specifications.

3.2 CLEANING

- A. Clean all surfaces according to manufacturer's recommendations.
- B. Remove all packaging and construction debris.

3.3 OWNER RESPONSIBILITY

- A. Site access
- B. Final electrical hook-up

END OF SECTION 131260

4.0 ATTACHMENTS

COMPLETE DROJECT DID.

4.1 Documents

4.1.1 Bid Form

The undersigned Bidder hereby covenants and agrees to provide for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404.

The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

\$	
I have read and under	stood the Bidder's Package and scope of this project.

4.1.2 Agreement

THIS AGREEMENT is made thisday of	, 2018, by and
between Cascade County, and	,
hereinafter referred to as the Contractor, and is meant to	describe the terms and conditions for the
design, permitting, installation, testing, certification, and warn	
meet all city, state, and federal, code requirements including l	
all footings, foundations, equipment by a properly licensed in	staller for this system. This will be
considered a "turn key" proposal in which the successful bidd	ler is responsible for all phases of the project
including but not limited to designing the system in accordance	ce with all local, state, and federal
regulations, submitting the design to the proper review author	
obtaining any required permits for the design and installation	of the system, obtaining and installing the
system, obtaining any necessary local, state, or federal inspec	
providing a warranty for the system. The system must be inst	
December 31, 2018. The Stadium Seating system will be insta	alled at Montana ExpoPark located at 400 3rd
Street NW, Great Falls, MT 59404.	

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The Contractor agrees to provide for the design, permitting,
installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state,
and federal, code requirements including but not limited to design and installation of all footings,
foundations, equipment by a properly licensed installer for this system. This will be considered a "turn
key" proposal in which the successful bidder is responsible for all phases of the project including but not
limited to designing the system in accordance with all local, state, and federal regulations, submitting the
design to the proper review authority, obtaining approval of the design, obtaining any required permits for
the design and installation of the system, obtaining and installing the system, obtaining any necessary
local, state, or federal inspections and approvals of the system, and providing a warranty for the system.
The system must be installed, approved, and certified no later than December 31, 2018. The Stadium
Seating system will be installed at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT
59404.

- 2. Payment Terms. Cascade County shall make progress payments per 2.1.3.
- 3. <u>Delivery Date.</u> The Contractor shall complete the entire scope of work as outlined to the satisfaction of Cascade County no later than December 31, 2018.
- 4. <u>Contract Performance Security.</u> The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the notice of Bid Award. <u>ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE, AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.</u> Personal or business checks are not acceptable.
- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on The County of Montana's designated form entitled "Contract Performance Bond," found at http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- · Lawful money of the United States; or

- An irrevocable letter of credit from a single financial institution and supplied on the County
 of Montana's designated form entitled "Irrevocable Letter of Credit," found at
 http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the County. All interest income from these certificates must accrue only to the Contractor and not the County.

The contract performance security must remain in effect until the end of the warranty period.

The contract performance security in the form of a (insert form) has been provided to the following address: Brian Clifton, Public Works Director, 121 4th Street North, Suite 2H/I, Great Falls, MT 59401.

- 5. <u>Contract Documents.</u> The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.
- 6. <u>Prevailing Wage Requirements.</u> Section 18-2-401(11)(a), MCA defines "public works contract" as "...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..." As a public works contract, Montana Resident preference and Prevailing Wage rates apply to this work and Contract.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available on line at Montana DOLI website at Montana.gov. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

It is not the responsibility of Cascade County to determine who classifies as a subcontractor, subsubcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, subsubcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless Cascade County from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to Cascade County. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to Cascade County, Cascade County's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or 'Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by Cascade County, whichever is later.

Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

- 7. <u>Termination:</u> If Contractor fails to comply with any of the provisions contained herein, Cascade County may declare a breach of contract and shall give written notice of such breach to Contractor. If Contractor fails to remedy such breach within thirty (30) days after said notice, Cascade County may terminate this contract and seek any relief available under Montana Law.
- 8. <u>Waiver:</u> Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.
- 9. <u>Insurance.</u> Project work shall be at the Montana ExpoPark, 400 3rd Street NW, Great Falls, Montana, 59404. The Contractor shall be responsible for providing a certificate of liability insurance with the minimum coverage of \$1,000,000 for each occurrence and

\$2,000,000 general aggregate. The contractor is responsible for any damage to surrounding facilities, utilities, appurtenances, equipment, and the like.

11. <u>Venue for Disputes.</u> Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, MT.

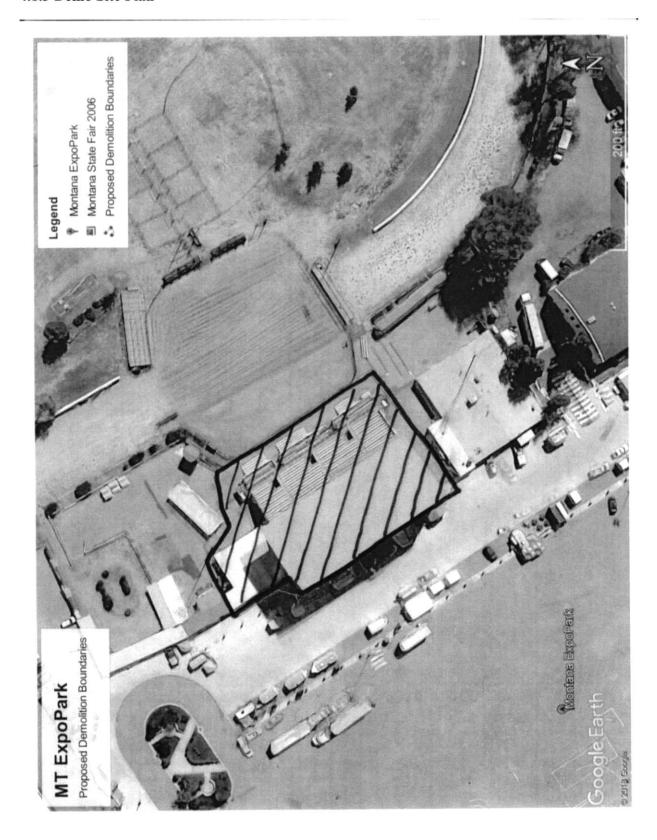
2018

12. <u>Binding Effect.</u> This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

day of

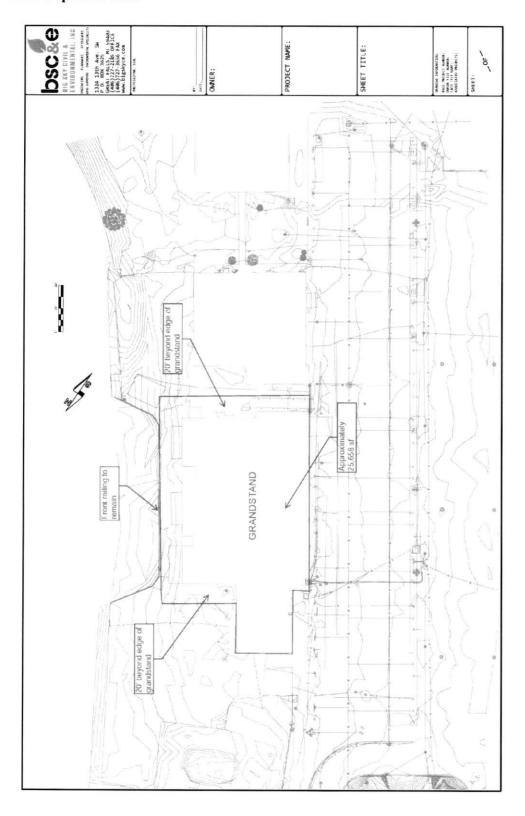
Dated this

	CONTRACTOR:	
	CONTRACTOR.	
	Successful Bidder Signature	
	CASCADE COUNTY:	
	Jane Weber, Chairman	
	Joe Briggs, Commissioner	
	Jim Larson, Commissioner	
ATTEST:		
ATTEST:		



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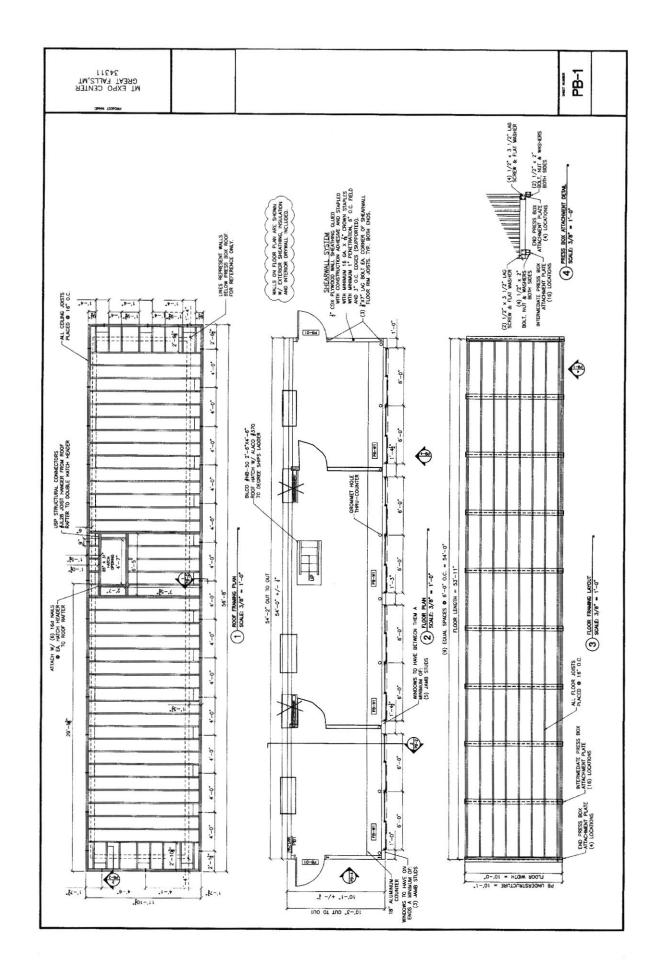
4.1.4 Topo Site Plan

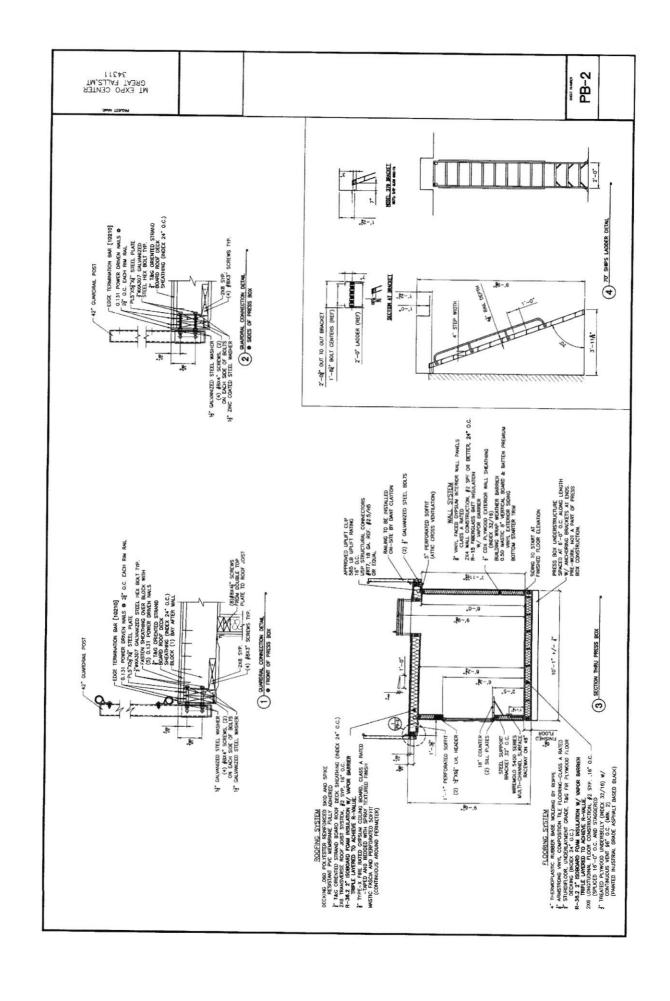


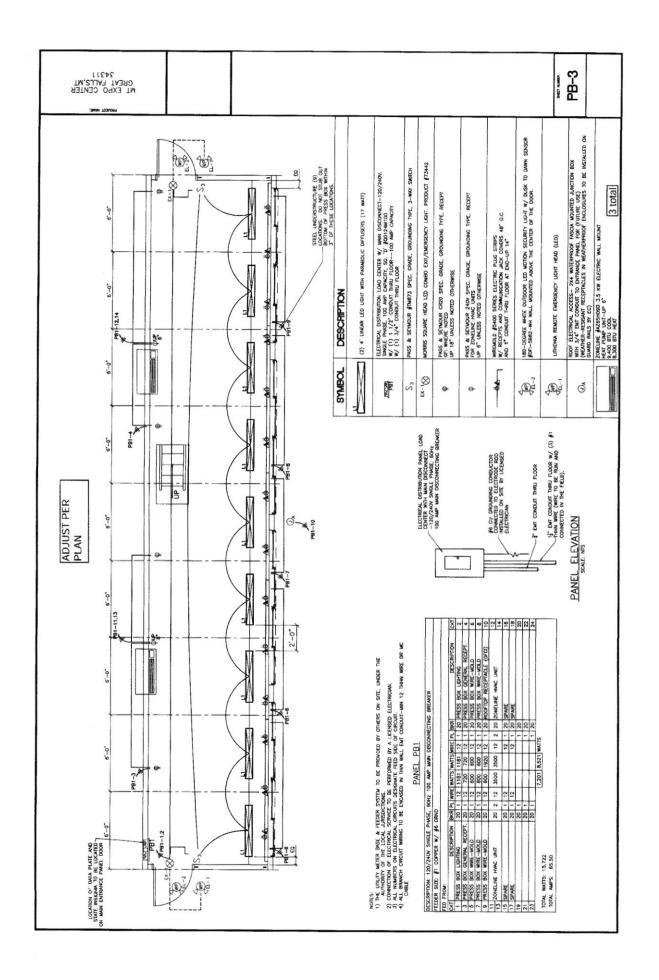
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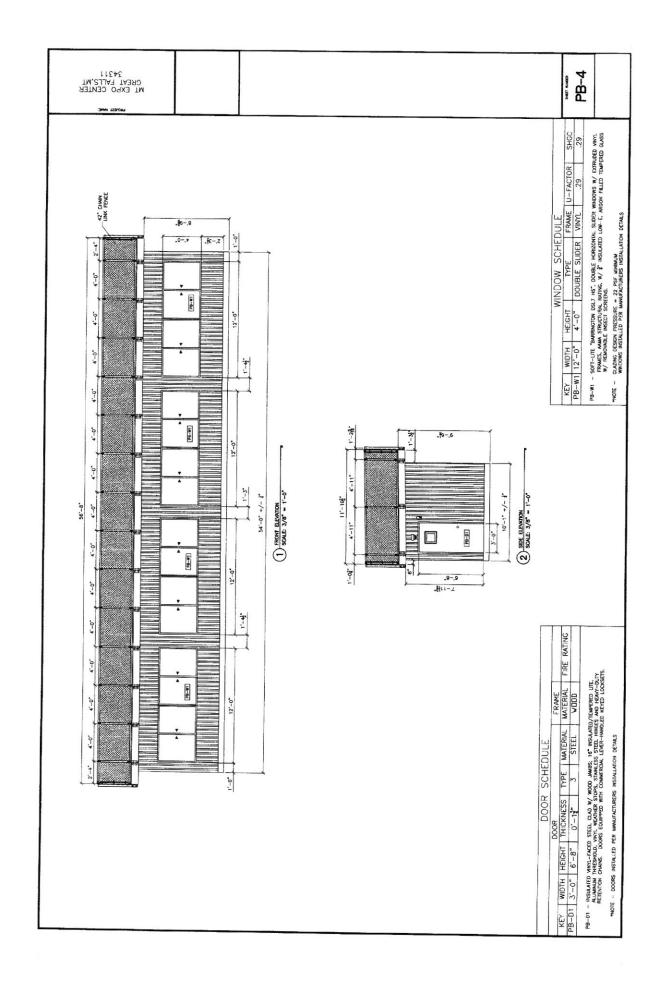
4.1.5 Grandstand Drawings

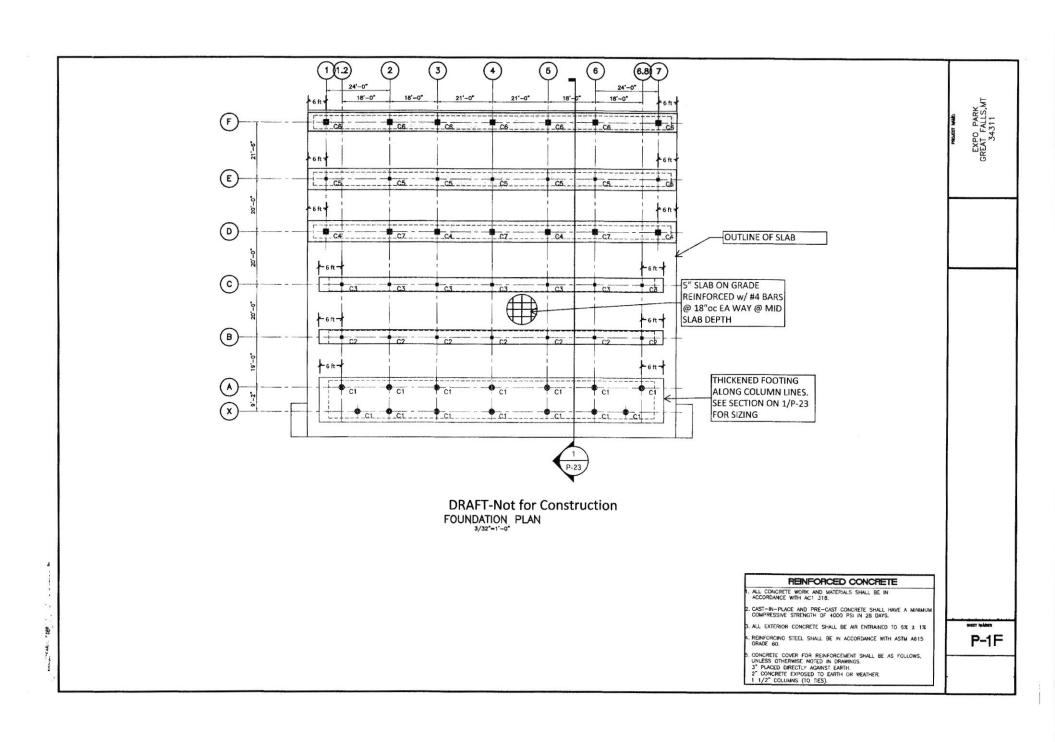
		CENTER ALLS,MT	704) (PO T. F.		MT ID				53																	
VEAWAYO NYEX	PART NO. SHEET DESCRIPTION							OCCIPIED SPACE		GENERAL EL COTOCAL MECONATION	1. ALL WIRING TO BE ENCASED IN THIN ALL ENT CONDUIT MIN.	2. ALL RECEPTACLES TO BE GROUNDING TYPE.	3. WAN PANEL TO BE MARKED SUITABLE FOR USE AS SERVICE EQUIPMENT, AND TO BE EQUIPPED WITH BREAKER/FUSE TYPE OVER CURRENT PROTECTION.	 PROPER THERMAL OVERLOAD PROTECTION TO BE PROVIDED FOR ALL MOTORS. 	5. DISCONNECTING MEANS WITH STIE REQUIRED FOR ALL MOTORS. 6. WEATHERPROOF PROTECTION REQUIRED FOR ALL DUTDOOR LIGHTS.	RECEPTACLES AND DISCONNECTS. 7. PROPER WORKING CLEARANCES TO BE PROMINED AND MAINTAINED.	AROUND ALL ELECTRICAL EQUIPMENT. 8. ALL FLUORESCENT FORDMEN REQUIRE THERMA PROFECTION AND	PROPER CLEARANCES FROM INSULATION, ALSO APPLICABLE FOR INCANDESCENT FIXTURES ALL LIGHTS TO BE LED	9. EXIT LIGHTS (# ELECTRIC) MUST BE FED FROM AN APPROVED EMERGED OF, BUT ON WITHIN MAIN SERVICE DISCONNECTING MEANS EMPLOYEDS. AND	INSTALLED AS PER SERVICE REQUIREMENTS, OR BE BATTERY BACK UP TYPE UNITS.	10. SERVICE CONDUCTORS LOCATED WITHIN THE PERMETER OF THE BUILDING SHALL BE INSTALLED PER NEC.	12. ELECTRICAL, WIRING TO BE INSTALLED PER NEC. 12. ALL DRAFFY TELECOMMUNICATION CONDUCTORS TO BE INSTALLED AND TERMINATED ON-SERIE OF CONTROLLED.	13. ALL WIRING TO BE COPPER 0 TO 2,000 VOLTS, COMPLYING W/ ARTICLE 310, INC. MIS. IN ST. ANG.	INSUCATE CANDICIONS SHALL NOT EXCEED THE CAPACITY RATIOS AS SCHEDULED IN TABLES 310. NEC AND PROVIDED AND COMPLYING CIRCUIT PROTECTION.	DISCLAIMERS	0
DRAWNO REVEW									N/S	GENERAL STRUCTURAL INFORMATION	. INTERIOR PARTITIONS TO BE CONSTRUCTED TO WITHSTAND A 5 PSF HORIZONTAL FORCE	2. INTERIOR WALL BOARD SHALL BE \$ NOMINAL THICKNESS. CONFORM TO THE 2012 BIG. (FESTED W/ MATERIALS SUSPENDED FROM NOMINAL COLDINGTAINS DACKNESS.)	3. M. LUMBER TO BE GRADED AND MARCES. 3. M. LUMBER TO BE GRADED AND MARCES. 5. COMPRESSION PLATE REQUIRED TO ENOUGHE WOOD TO WOOD COMPACTIONS. 5. UPLIET RAKING FOREES OF 2.0K. AT PRINTS MARKED WITH.	FLOOR FRAMING/ UNDERSTRUCTURE DETAIL. STEEROR BRACING PROVIDED BY \$\frac{3}{2}\$ CDX AND GLUED W/	APPROVED THE GLOB ALL STUD TO BUD WALL CONNECTIONS. OF CRESSIBLE ROUTE NOT REQ. PER 2006 IBC SEC. 1104-3.2. I. ON SITE STRUCTURE TO MEET THE FOLLOWING: I. OF UPILIT ARING FROM PAM JOIST TO SUPPORT AND RESERT	655 LBS 66'-0" O.CRATING OF HORZONTAL CONNECTION TO BE A MINIMUM OF	-BEANING SUPPORT OF THE UNDERSTRUCTURE TO HAVE MIN.	. ATHO VENTILATION SHALL NOT BE LESS THAN 1 / 150 OF THE HORIZONITAL AREA TO BE VENTILATED. O. THE BULLIDING EXTEROR AND ALL FACILITIES WITHIN THE BLILLIDING.	SHALL BE IDENTIFIED WITH THE INTERNATIONAL SYMBOL. OF ACCESSIBILITY. 1. BUILDER/JOEALER SHALL BE RESPONSIBLE FOR ON SITE BARRIER	FREE PROVISIONS, BUILDING APPROACH SHALL HAVE A MINIALUM WIDTH OF 5' AND A GRADIENT OF NOT MORE THAN 1' IN 20'. 2. ALL LOOKS TO BE UNICOCKABLE FROM THE INTERIOR WITHOUT THE	USE OF A KY ON SPECIAL KNOWLEDGE. CORROSION RESISTANT LIASHING AT TOP AND SIDES OF DOORS, WINDOWS AND AT ROOF PENETRATORS.	ALL GAZEMO WINING A 24 ARC G. VERTICAL DOOR EDGES IN THE CLOSED POSITION TO BE SAFETY GLAZED AND MARKED SO. S. INTERIOR FINISH SHALL BE CLASS A. S. INTERIOR FINISH SHALL BE CLASS A.	PROVIDED IN AN AGACENT BUILDING LOCATED ON THE SAME PROPERTY HANNO ADEQUATE FACILITIES TO HANDLE THE ADDITIONAL COCHAINT LOCA OFFIZIED SY THE ADDITION OF THIS BUILDING TO THE SITE THE THE THE THE THE THE THE THE THE T	JURSOICHON SPALL VERPY THE EXISTENCE OF THESE FACILITIES. THE MINIMUM SEPARATION OF THE UNIT FROM ANY PROPERTY LINE	ON ASSUMED PROPERTY LINE IS 15. THE BUILDING DOES NOT CONTAIN PLIMBING FACILITIES. PLUMBING FACILITIES SHALL EP PROUDED ON SITE SUBJECT TO THE LOCAL THURGHTY HAVING JARGSOCHON.	19. FRE KYNGUISHERS SUPPLIED & INSTALLED ON-SITE BY OTHERS APPROVED BY LOCAL JURISDICTION.
		OTHER	OTHER						DESIGN SPECIFICATIONS		ER AND LOCAT	(4) DIRECT	(4) DIRECT 3	16" O.C. (9" O.C. AT SHEARWALLS) 6	ECT.	MIN. (3) DIRECT		(6) EACH END OR (8) TOE NAIL	1 U.C. DIRECT EDGES & 8" O.C. INTERMEDIATE SUPPORTS	4" O.C. DIRECT EDGES & 8" O.C. INTERMEDIATE SUPPORTS	6" 0.C. DIRECT EDGES & 12" 0.C. INTERMEDIATE SUPPORTS	4" 0.C. DIRECT EDGES & 8" 0.C. INTERMEDIATE SUPPORTS	DIRECT EDGES & B" O.C. EDIATE SUPPORTS	12" O.C.		5
									6	FASTENING SCHEDULE	FASTENER	15GA X 2 1/2" LONG	15GA X 2 1/2" LONG GALVANIZED STAPLE #8X3" SCREW	16d COMMON	15GA X 2 1/2" LONG GALVANIZED STAPLE	16d COMMON	16d COMMON	15GA X 2 1/2" LONG GALVANIZED STAPLE	CALVANIZED STAPLE	GALVANIZED STAPLE	6d RING SHANK	16GA X 1 1/2" LONG GALVANIZED STAPLE	16GA X 2" LONG GALVANIZED STAPLE	16d NAILS (1) #8x4 SCREW		
PRESS BOX COLOR SELECTION	MIEROR FINSH SELECTION	COTTON ALUMINUM PEWTER FIELD GRAY	EXTERIOR FINSH SELECTION	WHITE	WHITE	WINDOW BELECTION WHITE				E .	BULDING ELEMENT	STUD TO SOLE PLATE	STUD TO CAP PLATE CORNER STUDS	BLOCKING	DOUBLE CAP PLATE	DOUBLE EDGE RAIL		HEADER BEAMS TO TRIMMERS	SHEATHING (1/2" OR LESS)	SHEATHING (5/8" OR GREATER)	PLYMOOD SUBFLOORING (5/8", 3/4")	PARTICLE BOARD ROOF AND WALL SHEATHING (1/2" OR LESS)	SHEATHING (5/8" OR CREATER)	SHEAMMALL (END) (O RAFTERS RAFTER TO TOP PLATES		
PRESS I	TAN DACKAGE	ALUMINUM SANDSTONE COTTAGE TAN	EXTE			X	PLAIN			DESIGN AND CONSTRUCTION	SHIP SHALL BE IN		ION CODE	ADS			UNIFORM VERTICAL PROJECTION	DEAD LOAD			PARALLEL PER FT. OF ROW PARALLEL TO SEAT RUN CONFENTBATED LATERAL LOSS	UNIFORM VERTICAL LOAD	115 WPH, EXPOSURE C	STE CLASS D	DESIGN CATEGORY D	
		LON TILE			it will be white.	FRAMES	L NOT BE A PLOOD			AND CONS	S AND WORKMANS FOLLOWING	ILDING CODE	ERGY CONSERVATI	DESIGN LOADS	10 PSF	10 PSF	50 PSF		8 >	SNO			Pv=17 PSF	0	8600 2500 PSF	
	ITEMS	WALL LAMINATE COUNTERTOP VINYL BASE COVE ARMSTRONG EXCELON TILE		VINYL SIDING	Please note that soffit will be white.	SOFT-LITE VINYL FRAMES	+BUILDING WILL NOT BE LOCATED IN A FLOOD PLAIN			DESIGN	1. ALL DESIGN , MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE FOLLOWING	2012 INTERNATIONAL BUILDING CODE 2012 INTERNATIONAL MECHANICAL CODE	2012 INTERNATIONAL EN	u	1. FLOOR DEAD LOAD 2. FLOOR LIVE LOAD	3. ROOF DEAD LOAD	4. ROOF LINE LOAD 5. WALLS	6. GROUND SNOW LOAD	7. OCCUPANCY GROUP R. CONSTRUCTION TYPE	9. OCCUPANCY LOAD	10. SWAY		12.HORIZONTAL WIND 13.CATEGORY 2 WIND LOAD	14. WIND IMPORTANCE FACTOR 15. SEISMIC ZONE	16.MAX DEGREE DAYS	

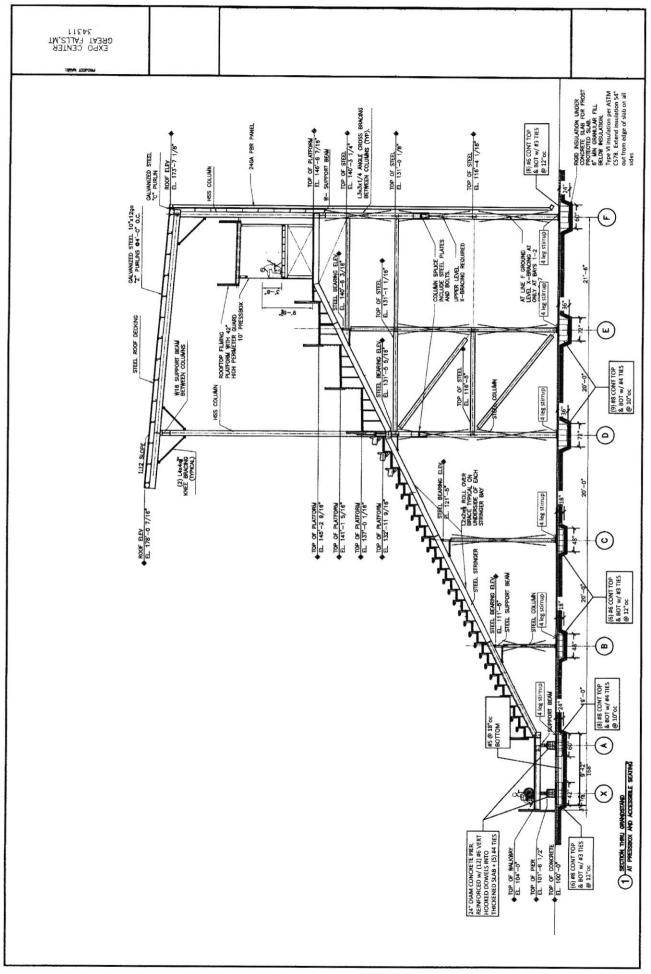




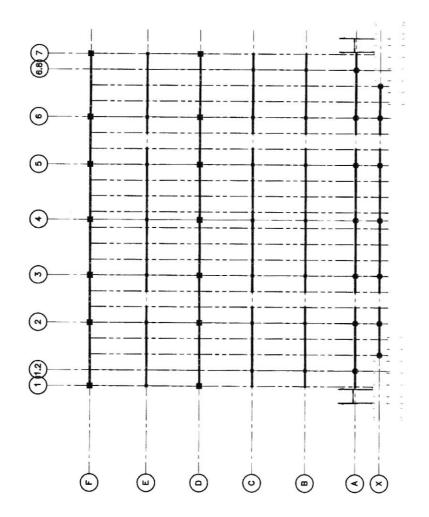








EXPO PARK
GREAT FALLS,MT
3-4311



1) GRANDSTAND FRAMING PLAN

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